#### AWARD DATA

Orders May Be Placed Through 4/16/2009

Vascular Plant Surveys, Indefinite-Delivery, Indefinite-Quantity Multiple-Award

#### Ordering Agencies:

BLM

#### Ordering procedures:

Both price and past performance for both contracts must be considered prior to placement of each task order (see FAR 16.505 and contract clause F.1.0). BLM's past performance evaluations are set forth in the following table.

Contract No. HAC062A00	Contract No. HAC062B00
Contractor:	Contractor:
Scot Loring	Siskiyou BioSurvey, LLC
5456 Adams Rd.	265 Ball Rd.
Talent, OR 97540	Eagle Point, OR 97524
Contact: Scot Loring	Contact: Richard Callagan
Phone: 541-621-8746	Phone: 541-826-6104
FAX: 541-535-2863	FAX: 541-826-6104
Maximum TO limit \$25,000	Maximum TO limit \$50,000
Maximum 30 day limit \$50,000	Maximum 30 day limit \$75,000
Past Performance: Excellent	Past Performance: Excellent

BLM contact: Sherry A. Marshall, Contracting Officer, 503-808-6217

For maps and contractors' proposals contact Jessica Clark at 503-808-6226.

Modification No. 1 has been incorporated into text.

#### Past performance definitions:

Outstanding -- Very comprehensive, in depth, work. Consistently meets standards with no omissions. Consistently high quality performance can be expected.

Excellent -- Extensive, detailed work for all requirements similar to outstanding in quality, but with minor areas of unevenness or spottiness. High quality performance is likely but not assured due to minor omissions or areas where less than excellent performance might be expected.

Good -- No deficiencies noted. Better than acceptable performance can be expected but in some significant areas there is an unevenness or spottiness which might impact on performance.

Fair -- Generally meets minimum requirements but there is no expectation of better than acceptable performance; deficiencies are confined to areas with minor impact on performance and can be corrected.

Poor -- Fails to meet one or more minimum requirements; deficiencies exist in significant areas but can be corrected, or serious deficiencies exist in areas with minor impact.

Modification No. 4 Contract No. HAC062B00 – Siskiyou BioSurvey May 23, 2008

A. In accordance with Contractor's written proposal of May 22, 2008 and Clause 52.243-1, Changes make the following changes:

## **Change from:**

Subitem H, Special Status Vascular Plant Surveys in Blowdown Areas of 80+ year of Conifer Stands, unit price \$5.20.

#### Change to:

Subitem H1, Special Status Vascular Plant Surveys in Blowdown Areas of 80+ year of Conifer Stands, 2,000 estimated acres, unit price \$5.20.

#### Add:

Beginning May 23, 2008 all future task orders for Subitem H will be placed under Subitem H2.

Subitem H2, Special Status Vascular Plant Surveys in Blowdown Areas of 80+ year of Conifer Stands, 5,000 estimated acres, unit price \$6.20.

- B. Delete Year 3 pricing sheet and replace with the attached revised pricing sheet.
- C. Performance Time: Subitems H1 and H2 One (1) calendar day for each 30 acres
- D. Contract Price: No change.

Modification No. 3 Contract No. HAC062A00 – Scot Loring May 23, 2008

A. In accordance with Contractor's written proposal of May 22, 2008 and Clause 52.243-1, Changes add the following subitem for surveys in blowdown areas:

Subitem H, Special Status Vascular Plant Surveys in Blowdown Areas of 80+ year of Conifer Stands, 5,000 estimated acres, unit price \$7.17.

- B. <u>Section C</u> Add the following:
  - C.1.1.3 Subitem H Units are in 80+ year old conifer stands where numerous trees blew down during winter storms in December 2007. In addition to downed trees, other hazardous conditions will include some trees that are hung up on standing trees or "sprung" (the tips held down by other trees and which may spring loose at any time). The contractor will survey around the downed trees, but avoid areas that contain so many downed trees that traversing the area is hazardous or not possible.
  - C.5.1.9 For blowdown units, the Contractor shall survey the areas to the best of their ability, searching for Special Status vascular plants. The Contractors should avoid areas with trees that are "hung-up" or "sprung" (see C.1.1.3).

#### C.5.4.2 (Documentation)

i. For blowdown units, a topographical map with survey routes marked and areas delineated that were too hazardous to traverse or contained so many downed trees that detecting Special Status plants would not be likely.

#### C. <u>Section E</u> – Add the following:

E.3.1.1 For blowdown units, acres will be re-calculated where more than 5% of the unit was excluded due to hazardous conditions or excessive downed trees. The excluded areas will be based on the areas delineated by the Contractor on topographical maps and submitted with final paperwork. Payment will be based on the re-measured acreage.

D. <u>Section J</u> – Add the following:

General Location Map of Blowdown Salvage in Butte Falls Resource Area Photos 1-3 Blowdown Areas

- E. Delete Year 3 pricing sheet and replace with the attached revised pricing sheet.
- F. <u>Performance Time</u>: One (1) calendar day for each 30 acres
- G. <u>Contract Price</u>: No change.

Modification No. 3 Contract No. HAC062B00 - Siskiyou BioSurvey LLC April 16, 2008

A. In accordance with Contractor's written proposal of April 9, 2008 and Clause 52.243-1, Changes add the following subitem for surveys in blowdown areas:

Subitem H, Special Status Vascular Plant Surveys in Blowdown Areas of 80+ year of Conifer Stands, unit price \$5.20.

- B. <u>Section C</u> Add the following:
  - C.1.1.3: Subitem H Units are in 80+ year old conifer stands where numerous trees blew down during winter storms in December 2007. In addition to downed trees, other hazardous conditions will include some trees that are hung up on standing trees or "sprung" (the tips held down by other trees and which may spring loose at any time). The contractor will survey around the downed trees, but avoid areas that contain so many downed trees that traversing the area is hazardous or not possible. See photos.
  - C.5.1.9 For blowdown units, the Contractor shall survey the areas to the best of their ability, searching for Special Status vascular plants. The Contractors should avoid areas with trees that are "hung-up" or "sprung" (see C.1.1.3). If the Contractor encounters patches containing hazardous trees or with so many downed trees that traversing the area is not possible and detecting Special Status vascular plants is not likely, they shall accurately delineate these areas on the unit maps.

#### C.5.4.2 (Documentation)

i. For blowdown units, a topographical map with survey routes marked and areas delineated that were too hazardous to traverse or contained so many downed trees that detecting Special Status plants would not be likely.

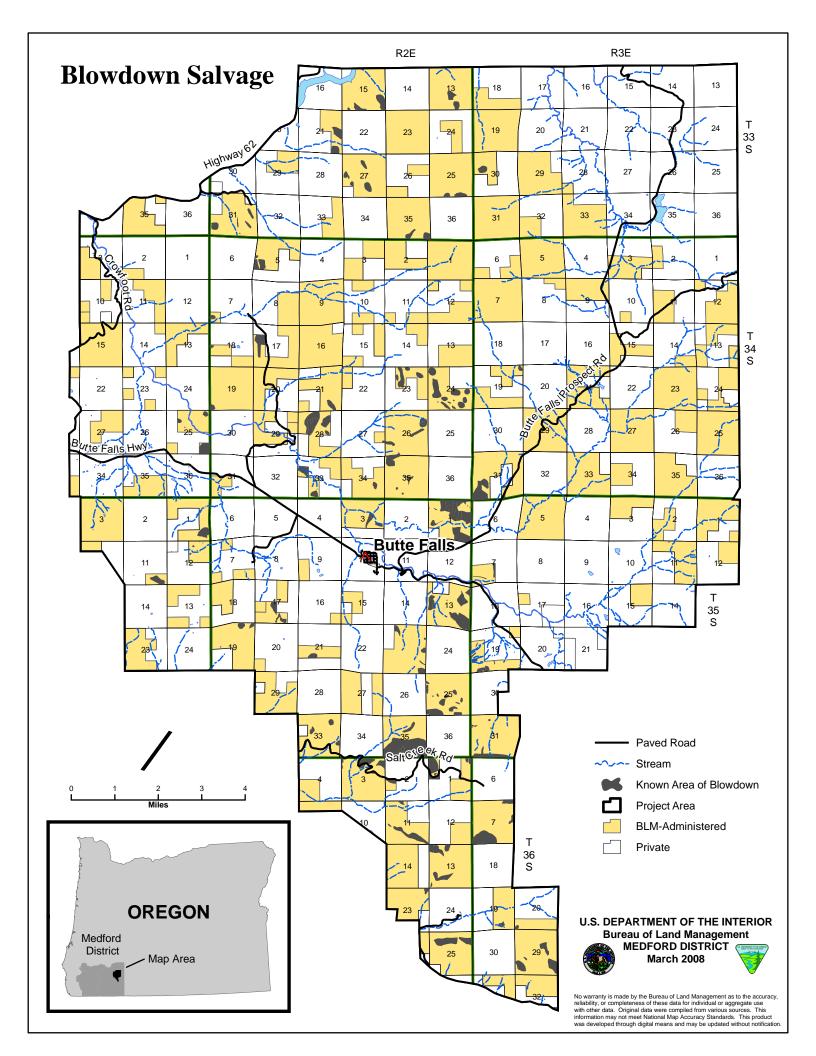
#### C. <u>Section E</u> – Add the following:

E.3.1.1 For blowdown units, acres will be re-calculated where more than 5% of the unit was excluded due to hazardous conditions or excessive downed trees. The excluded areas will be based on the areas delineated by the Contractor on topographical maps and submitted with final paperwork. Payment will be based on the re-measured acreage.

D. <u>Section J</u> – Add the following:

General Location Map of Blowdown Salvage in Butte Falls Resource Area Photos 1-3 Blowdown Areas

F. <u>Performance Time</u>: One (1) calendar day for each 30 acres



## Photo 1.



## Photo 2



## Photo 3



Modification No. 2 November 9, 2007

A. In accordance with Contractor's written proposal of 10/30/07 and Clause 52.243-1, Changes add the following item for long walk-ins to units as follows:

Item G, Long Walk-In, unit price \$55.00 per mile.

Mileage for this item does not include the first 0.5 miles. Miles will be measured in ¼ mile increments for each walk-in required to access units. Multiple long walk-ins for the same unit may be paid if the unit requires more than one days' work. Payment will be made in ¼ mile increments based on the \$55.00 per mile price.

- B. Delete Year 3 pricing sheet and replace with the attached revised pricing sheet.
- C. <u>Performance Time</u>: One calendar day will be added for each mile in excess of the first 0.5 miles requiring a long walk-in.

#### SECTION B - SCHEDULE OF ITEMS

This is a three-year indefinite-delivery, indefinite-quantity contract for vascular plant surveys in the Butte Falls Resource Area, located in southwestern Oregon. The quantities listed are the total estimated survey acres anticipated to be ordered by the Bureau of Land Management (BLM) over the three years of the contract. Task orders may be placed by contracting officers in the BLM Oregon State Office or the Medford District Office for requirements in the Butte Falls Resource Area.

Offerors shall enter a unit price for each sub-item listed below and then multiply the unit price by the estimated quantity to obtain the total amount. These prices will be used to determine the price for each task order.

Sub- Item	<u>Description</u>	Est. <u>Oty</u>	<u>Unit</u>	Unit Price	Total <u>Amount</u>
A	Special Status Vascular Plant Surveys in Timber Sale Units (40+ year old conifer stands)	9,000	AC	\$	\$
В	Special Status Vascular Plant Surveys in Recently Burned Areas (mixed plant communities)	1,000	AC	\$	\$
C	Special Status Vascular Plant Surveys in Fuels Reduction Units (mixed plant communities)	11,000	AC	\$	\$
D	Special Status Vascular Plant Surveys in Silviculture Units (<40 year old conifer stands)	4,500	AC	\$	\$
E	Special Status Vascular Plant Surveys in Silviculture Units in Old Wildfire Areas (<40 year old conifer stands)	1,500	AC	\$	\$
F	Completion of Site Reports	300	Sites	\$	\$
		_	L SUB All or N	ITEMS A-F None)	\$

AC = Acre

Est. = Estimated

Qty = Quantity

#### SECTION B - SCHEDULE OF ITEMS (Continued)

#### PERFORMANCE TIME FOR COMPLETION OF FIELD SURVEYS:

Subitems A and B: One (1) calendar day for each 80 acres per visit Subitem C: One (1) calendar day for each 70 acres per visit

Subitems D and E: One (1) calendar day for each 50 acres

Performance time will be added for completion of reports (See Section F.3.2)

ESTIMATED START WORK DATE: April 1, 2006

#### ANNUAL ECONOMIC PRICE ADJUSTMENT

Offerors wishing to propose revised prices in successive years shall state in the spaces below the economic price adjustment percentages to be used by the Government to compute future year prices, to be effective for the second and third years. For instance, a 3% economic price adjustment factor is shown as 3% (rather than 103% or 1.03). Note that the economic price adjustment percentage can be either negative or positive. The factors stated will be compounded annually. If no percentage is entered, future year prices will be the same as base year prices. Offeror's economic price adjustment percentage(s):

2nd Year	
3rd Year	

#### **EVALUATION FOR AWARD**

0 137

For evaluation purposes only, award will be based on the total of all listed sub-items for the base year plus the economic price adjustment percentages for the additional years. The Government will make award on an all-or-none basis in accordance with Section L, Instructions, Conditions and Notices to Offeror, Provision 52.215-1, Instructions to Offerors—Competitive Acquisition and Section M, Evaluation and Award Factors. Award will not be made for less than a total of all quantities as set forth in the Schedule of Items.

The Government may elect to make single or multiple contract awards to two or more sources under this solicitation in accordance with Section L, Instructions, Conditions, and Notices to Offeror, Provision 52.216-27.

Award will be made in accordance with Section L, Instructions, Conditions, and Notices to Offeror, Clause 52.215-1, Instructions to Offeror's Competitive Acquisition and Section M, Evaluation and Award Factors

#### SECTION B - SCHEDULE OF ITEMS (Continued)

#### TASK ORDERS

After award, task orders may be placed by the Government. Task orders will be awarded based on a combination of awarded Contractor's prices and past performance. The Sample Task Order (See Section J) is a sample order and given for illustration only.

All task orders will be placed no later than three years from the date of contract award. Prices for the base year will be effective for one year from the date of contract award. Prices for subsequent years will be effective the first day after the anniversary date of contract award. The date of the order placed by the Government will determine the task order prices. The total value of all task orders of all awarded contracts will not exceed \$500,000.

#### MINIMUM GUARANTEE

The minimum guarantee under each contract awarded will be the Contractor's maximum task order limitation up to a maximum of \$20,000 (even if the Contractor's maximum task order limitation is higher).

#### MAXIMUM ORDER LIMITATION

The Contra	actor's maximum task order limitation is \$	(Insert task order
limitation.	Maximum is \$25,000 if no amount is shown.).	

The Contractor may limit the maximum dollar value of task orders it is willing to accept from all ordering offices within a 30-calendar day period. The Contractor's maximum order limitation for a 30-calendar day period is \$\_\_\_\_\_\_\_ (Insert order limitation. Maximum is \$50,000 if no amount is shown.)

THIS PROCUREMENT IS SET ASIDE FOR SMALL BUSINESS CONCERNS.

#### REFER TO SECTION I, CLAUSES:

52.216-18	ORDERING
52.216-19	TASK ORDER LIMITATIONS
52.216-22	INDEFINITE QUANTITY

CONTRACTOR SHALL PROVIDE A TECHNICAL PROPOSAL IN ACCORDANCE WITH THE FORMAT AND CONTENT AS OUTLINED IN SECTION L.

## SECTION C - SPECIFICATIONS APPLICABLE TO INDEFINITE-DELIVERY, INDEFINITE-QUANTITY VASCULAR PLANT SURVEYS

- C.1.0 GENERAL
- C.1.1 <u>Description of Work</u>
- C.1.1.1 The Bureau of Land Management (BLM) is acquiring vascular plant survey data on BLM lands. The work consists of collecting field data on vascular plant species in project areas located in the Butte Falls Resource Area in southwestern Oregon.
- C.1.1.2 The Contractor shall provide all services, equipment, and expertise necessary to search for, locate, and document population and habitat data for Special Status vascular plants. The Contractor shall also document "noxious weeds" encountered during surveys. See Section J for species lists.
- C.1.1.3 Surveys shall occur in a variety of habitats. All units may be in steep terrain. Unit size will vary, but will be a minimum of 10 acres unless adjacent to another unit, which combined with the first unit equal at least 10 acres.
  - <u>Subitem A</u> Conifer forests 40+ years old, with an average age of 80 years.
  - <u>Subitem B</u> Plant communities that have recently burned and may include conifer stands in different seral stages, oak woodlands, mixed hardwood-conifer woodlands, chaparral or grasslands.
  - <u>Subitem C</u> A mix of plant communities, including conifer stands, oak woodlands, mixed hardwood-conifer woodlands, chaparral and grasslands, all 40+ years of age.
  - <u>Subitems D and E</u> Early-seral conifer stands less than 40 years old. Subitem D units occur in old wildfire areas that are thick with *Ceanothus integerrimus*, *Arctostaphylos* species, and *Toxicodendron diversiloba* shrubs, making them difficult to walk through.
- C.1.1.4 Surveys shall be conducted between April 1 and August 15. Timing of field work shall take into consideration potential target species, elevation, seasonal climate, aspect, and habitat for each project area. Multiple entries into a unit may be required in order to time visits during stages of plant phenological development that assures visibility of characteristics necessary for accurate identification of target Special Status species.
- C.1.1.5 Survey Report forms furnished by the BLM shall be completed and vascular plant lists compiled for all sections surveyed, whether or not Special Status plants are found. Special Status vascular plant populations shall be documented by completing a Site Report, collecting GPS coordinates, flagging, mapping, and photographing the

site. Noxious weed populations encountered shall be mapped and described. (See Section C.5.0 for detailed description of field work and documentation requirements and Section J for sample forms.) A final report summarizing all Special Status and noxious weed populations found by species and number of sites shall be submitted.

- C.1.2 <u>Special Status Species Lists</u> The Special Status vascular plant and noxious weed lists included in Section J will be updated yearly and provided to the Contractor. Some species may be dropped or added, but the lists will be comparable to those found in Section J
- C.1.3 Right to Share Except as otherwise specifically provided for in this contract, the Contractor shall not use for purposes other than the performance of this contract, nor shall the Contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer (CO).
- C.1.4 <u>Location</u> The work performed will be located in southwestern Oregon, within 50 miles of the Medford District office. The location of sample projects are shown on the maps located in Section J. Not all unit boundaries will be physically identified on the ground. Much of the terrain is steep, has dense vegetation, and can be difficult to walk through.

#### C.1.5 Access

- C.1.5.1 Access will be by both gravel roads (improved) and dirt roads (unimproved) which may require four-wheel drive vehicles. Some units and portions of units do not have direct road access. Some roads or portions of roads may need to be accessed by foot. Walk-ins to unit boundaries may be necessary up to one-half mile. Use of unsurfaced roads during wet months shall be minimized to avoid damage.
- C.1.5.2 Contractors accessing project areas via private land shall obtain permission from the landowner to travel over private lands before starting work on any project unit accessed through private land. The Contractor shall provide the Government a written statement or written documentation of verbal approval given by a named person on a stated date and time that the Contractor has been granted permission to travel over private lands.
- C.1.5.3 Some project units are beyond locked gates that may require a key for access. Gates with locks shall be locked immediately after entry or exit by the Contractor for each project unit. Keys will be issued to the Contractor by the Contracting Officer's Representative (COR) at the BLM, Medford District Office. The Contractor shall return all gate keys to the COR before final payment is made. The Contractor will be charged \$35.00 for each key lost or returned in an unusable condition.
- C.1.6 <u>Pre-work Conferences</u> A pre-work conference will be held after contract award and prior to issuance of the first task order to ensure a clear understanding of the scope of

the contract, the sequence of work, submission times for weekly progress reports, documentation requirements, inspection, and payment schedules. Pre-work conferences will also be held prior to issuance of subsequent task orders, if deemed necessary. The Contractor will be notified in advance of the meeting time, date and place for pre-work conferences.

#### C.2.0 DEFINITIONS

<u>Base (reference, control) Station</u> – A GPS receiver set up at a known location; that is, a point whose Universal Transverse Mercator (UTM) coordinates and elevation are known

<u>CEP (circular error probable, 2-dimensional)</u> – statistical measure of accuracy. It implies the probability that 50% of the positions obtained will fall within a circle of the specified radius.

**GPS** - Global Positioning System

<u>Intuitively Controlled Survey Method</u> – Survey effort covers a representative cross section of all major habitats and topographic features including slopes, draws, benches, ridges, riparian or wet areas, rock outcrops and meadows and is concentrated in areas of probable habitat of target species.

<u>PDOP</u> (<u>Position of Dilution of Precision</u>) – PDOP is an indicator of the satellite's geometry in relation to the user's GPS receiver location. The smaller the number, the better the geometry; therefore, the better the position.

<u>Special Status Vascular Plants</u> – See Section J for list. Includes Federal and State Threatened and Endangered; Bureau Sensitive, Assessment and Tracking; and Survey and Manage vascular plants.

<u>UTM (Universal Transverse Mercator)</u> - A mapping coordinate grid system based upon one of many different mapping projections. The BLM in Western Oregon uses a projection in UTM Zone 10, US Datum of 1927 (CONUS NAD27). The data is displayed in meters easting and northing.

#### C.3.0 CONTRACTOR FURNISHED PROPERTY AND SERVICES

- C.3.1 The Contractor shall furnish all labor, equipment, supervision, materials (except Government furnished items specified in C.4.0) and incidentals necessary to perform vascular plant surveys in accordance with the enclosed specifications, terms, and conditions.
- C.3.2 Specifically, but not necessarily all inclusive, the Contractor shall furnish:
  - a. Compass with azimuth and declination setting.

- b. A GPS unit and software capable of collecting UTM's within 50 foot accuracy.
- c. Convex densitometer.
- d. Clinometer.
- e. Hand lens (minimum magnification 10 X).
- f. Dissecting microscope.
- g. 35 mm camera with 200 or 400 ASA film or digital camera with a minimum resolution of 3 mega-pixels and zoom capability, JPEG format on CD, and high quality photo-paper for color hard copies.
- h. Staple gun and staples or hammer and nails.
- i. Hickman, J. (ed.) "The Jepson Manual: Higher Plants of California"
   Abrams "Illustrated Flora of the Pacific States"
   Hitchcock & Cronquist "Flora of the Pacific Northwest"
   Munz & Keck "A California Flora and Supplement"
   Peck "A Manual of the Higher Plants of Oregon",
   or other appropriate flora required to accurately identify plants encountered during the inventory.
- j. Minimum of two colors of fine-lined permanent marking pens for marking aerial photos and topographical maps.
- k. Wide-lined permanent markers for marking flagging and plant sites in the field
- 1. Additional color photo copies of aerial photos if needed (BLM provides one).
- m. Additional copies of 1:12,000 topographical section maps if needed (BLM provides two).

#### C.4.0 GOVERNMENT FURNISHED PROPERTY AND SERVICES

- C.4.1 The Government will furnish to the Contractor the following materials, supplies, property or services:
  - a. District road maps and 1:12,000 scale topographic maps of project areas with survey units.
  - b. Aerial photos or color copies of aerial photos.
  - c. Flagging for marking survey lines and populations of Special Status plants.
  - d. Paper copies and Word compatible disk of Special Status Plant Survey Report Form and Special Status Plant Site Form.
  - e. Medford District Special Status Plant List.
  - f. Medford District Noxious Weed list.
  - g. Access to Soil Survey of Jackson County Area, Oregon, USDA Soil Conservation Service
  - h. Access to Keys of the Field Guide to the Forested Plant Associations of Southwestern Oregon.
  - i. Plant Site signs.
- C.4.2 The Contractor shall be liable for all loss or damage of such Government-furnished property until completion and final acceptance of work required under this contract. All items will be available from the COR at the Medford District Office, 3040 Biddle Road, Medford, OR 97504.

#### C.5.0 SPECIFIC TASKS

#### C.5.1 <u>Field Work</u>

- C.5.1.1 *Timing of Surveys*: Field work shall be conducted during the stage of phenological development that assures visibility of characteristics necessary for accurate identification of Special Status plants and noxious weeds. April 1 to August 15 should normally encompass the time period in which identification of Special Status plants is possible. More than one entry into portions of the lands proposed for botanical inventory may be required. Timing of surveys should take into account potential target species, seasonal climate, elevation, aspect and habitat for each project area.
- C.5.1.2 Surveys for Special Status vascular plants (see Section J for list) shall be conducted using the Intuitively Controlled Survey Method. Units shall be surveyed by walking routes that cover a representative cross section of all major topographic (slopes, draws, benches, ridges) and special features of each parcel (serpentine, wet areas, rock out crops, riparian areas, etc.). Upon arrival in an area of high potential habitat, a more thorough survey for the target species should be made.
- C.5.1.3 Units where boundaries are not clearly identified on the ground shall be surveyed by approximating the boundary location from maps and photos provided by the Government.
- C.5.1.4 Double strands of route flagging shall be hung at the beginning and end of each route. Single strands shall be hung every 100 foot along the survey line to show the route taken while conducting the survey. The survey route shall be accurately depicted on a separate topographic section map. When contours of the land and/or dense vegetation reduce easy visibility, flagging shall be hung at whatever intervals are needed to follow the survey lines. Route flagging shall be of the color designated by the Government for this purpose.
- C.5.1.5 The Contractor shall attempt to relocate known Special Status vascular plant sites within the survey area and recollect population data. Known site locations to be redocumented will be shown on the maps provided to the Contractor by the BLM, along with copies of the original site reports. Relocations shall be treated like new sites for data collection purposes and shall be re-flagged, signed, mapped, and site forms completed. If the Contractor is unable to locate the known site, this shall be reported in the summary report for each section.
- C.5.1.6 When noxious weed populations are encountered, the Contractor shall:
  - a. Indicate the extent of the population on a separate topographical map and aerial photo.

- b. Record the following data for each species and population on the topographical map:
  - 1) species name
  - 2) approximate area in square feet
  - 3) percent cover
  - 4) survey date

If there are multiple noxious weed sites in a section, number them on the map and record the data on a separate page.

- C.5.1.7 The Contractor shall compile a species list by section of all vascular plants encountered during the survey. Indicate the habitat type, if species are found only in special habitats, such as riparian areas or rock outcrops. The species list should include a heading on each page with the 1) project name, 2) legal description, 3) vascular plant survey, 4) survey date, and 5) Surveyor's name. See Section J for Sample Species List format.
- C.5.1.8 For each section surveyed, the Contractor shall complete a Survey Report, whether or not Special Status vascular plant sites are found. A habitat summary by unit shall be provided in each survey report. The summary report shall include information on unit topography (including relationship to watershed), vegetation communities, apparent history (e.g. burned), management effects, Special Status plants and habitats if found, dumps, impacts from heavy OHV use or grazing, and other observations.
- C.5.2 Documenting Special Status Vascular Plants
- C.5.2.1 When Special Status vascular plants are discovered, the occurrence center and boundaries shall be clearly delineated, as described below, with flagging color provided by the COR. Indicate on the site form how the site was flagged.
  - a. Sites less than 30 feet in diameter shall be marked with two long flags as close to the center of the population as possible, but in a location where they can easily be seen from a distance. If no trees or shrubs are close to the species occurrence to attach the flags to, hang them on the closest trees or shrubs within 50 feet and indicate on the flagging the azimuth and distance to the actual species location. Map the population as a point.
  - b. Populations greater than 30 feet and less than 100 feet in diameter shall be marked with single flags around the perimeter of the population and double flags close to the actual locations of the Special Status plants. Map the population on the topographical map and aerial photo as a small polygon.
  - c. For populations larger than 100 feet diameter, flag at least one reference point within the perimeter of the population with double flags. Hang double flags close to Special Status plants. Mark the boundary of the population on the topographical map and the aerial photo as polygons. Populations within 300 feet

- of each other shall be included on one site form, but flagged and mapped separately and GPS coordinates collected for each site. Indicate on the site form the number of double flags hung at the site.
- d. Label central flagging from the knot down on the upper end of the flag, using a wide-tipped permanent black marker. Include the plant code (NRCS), date, site number and surveyor's initials on the flags. Clearly label flags for multiple sightings of one species within one unit or proposed project area as Population 1, 2, 3, etc. When multiple flagging is hung at a site, label the center flag with all required information and at least some of the additional flags with the species name or code and the site number. Indicate on the site form how the site was flagged and signed.
- e. For populations in silviculture units, the Contractor shall flag a 25 feet radius buffer around the plants with flagging designated by the COR.
- C.5.2.2 Post "Plant Site" signs on the nearest live tree to the center of the population. Attach signs five to six feet above the ground using a staple gun or hammer. Hang enough signs around the perimeter of the tree so that one is visible from every direction (e.g. attach three signs around a medium-size tree and four signs around a large tree). Write on at least one of the signs the species name code (e.g. CYMO2 for *Cypripedium montanum*), site number, date, surveyor's initials, and the azimuth and number of feet to the nearest Special Status plant.
- C.5.2.3 Record population, habitat, and site data on a Special Status Plant Site Form.
- C.5.2.4 Photograph Special Status species. Take at least one photograph of the plant(s) and at least one photograph of the general habitat where it is located. The habitat photograph should be taken after identifying flagging has been hung. Label each photograph with the township, range, section, quarter section, species code, site number, date, and surveyor's name.
- C.5.2.5 Collect UTM coordinates at the site and record on the site form. Indicate the type of GPS equipment used on the site form (e.g. Trimble GeoExplorer 3). The GPS point data should be accurate to within 50 feet. The accuracy level shall be recorded on the site form if provided on the GPS unit (e.g. accurate within 50 feet). The PDOP value should remain below eight unless insufficient satellites are detected. No more than 15 minutes total is required at any site to collect GPS point data. If, after this time, insufficient satellites are detected, try off-setting the location to an area where adequate satellites are detected and record the distance and azimuth to the site on the site form. If insufficient satellites are detected after 15 minutes at the offset location, no further attempts are required and the mapped location will be accepted.

The GPS	S equipment	should be pro	grammed at the	following	settings:

Coordinates:	UTM	

Zone: 10 North

Datum: N-Am. 1927 CONUSmv

Units: Meter

C.5.2.6 The Contractor shall flag a route with route flagging from the site to the nearest road or easily locatable reference point (e.g., stand edge, section line, or draw). Hang two strands of route flagging at the reference point and label with the species name code, site number, and azimuth and distance to the site.

### C.5.4 Documentation

- C.5.4.1 All field work shall be fully documented. For inspection purposes, brief weekly progress reports on work completed to date, including maps with the locations of any noxious weed and special status plant species found shall be submitted to the COR. The day and time for submittal of progress reports will be established at the pre-work conference.
- C.5.4.2 The following documentation is required for each section completed (forms are in Section J):
  - a. Special Status Plant Survey Report.
  - b. Special Status Plant Site form for each Special Status vascular plant population and a topographical map with only that site marked on it.
  - c. Topographical map showing survey routes.
  - d. Separate topographical map and aerial photo showing all Special Status plant locations found.
  - e. Separate topographical map and aerial photo showing noxious weed population locations and data if found.
  - f. Vascular plant species list (hard copy and on disk) of all plants encountered during the survey. See sample in Section J for format.
  - g. Unit summary including information on unit topography, vegetation, apparent history (e.g., burned, logged), weeds, management effects, Special Status plants and habitats, and other observations.
  - h. Photographs of Special Status vascular plants found.
- C.5.4.3 Review and edit all forms and maps prior to submitting them to the COR to ensure that forms are properly filled out and all information submitted is legible. All paperwork shall be attached by section with paperclips, not staples.
- C.5.4.5 A summary report of Special Status vascular plants discovered in the project area shall be submitted to the COR. This report should list the Special Status species by section and indicate how many sites of each were found.

## C.5.5 Special Status Plant Collection

- C.5.5.1 First time encounters of noxious weeds or Special Status plant species may require collection of plant material for accurate identification. Collection of Special Status plant species shall be made only when the population can withstand a reduction in its numbers. The minimum number of plants in a population which can withstand a reduction shall be twenty or more. No collection shall be made in populations of less than twenty without the authorization of the COR. No collection of Threatened, Endangered or Proposed species shall be made.
- C.5.5.2. All vascular plant voucher collections shall be pressed and dried to herbarium standards as described in *Vascular Plant Taxonomy* by Dirk R. Walters and David J. Keil with labels bearing survey unit name, unit number, township, range, section, species name and date collected. The collection number shall be written on the corresponding site form. Voucher specimens shall be delivered to the COR with the weekly progress report and no later than submission of the final invoice for the task order.

#### SECTION E - INSPECTION AND ACCEPTANCE

#### 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)

- (a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

#### E.1.0 INSPECTION

#### E.1.1 Field Survey

- E.1.1.1 The Contractor shall update the COR or Project Inspector (PI) during the weekly progress reporting of which units have been surveyed. Based on Contractor's weekly progress reports, the COR may inspect a randomly selected 10% or more of the areas where surveys have been completed, evaluating (1) if a representative cross section of the unit was surveyed, and (2) that no noxious weeds or Special Status plants were overlooked.
- E.1.1.2 At a minimum 10% of all positive sightings will be inspected.

#### E 2 0 ACCEPTANCE

- E.2.1 The Contractor will receive payment for units inspected and accepted.
- E.2.2 The Contractor will be required to rework any area or portion thereof that does not meet the terms of the contract. If the inspection reveals the need for rework, the COR will notify the Contractor immediately in writing. All rework must be completed prior to proceeding with new areas.
- E.2.3 Documentation shall be submitted within the timeframes specified on each task order. Failure to submit paperwork within the established timeframe may be cause for default of the Task Order. The COR will inspect all documentation for legibility and completeness according to specifications in Section C.

### E.3.0 PAYMENT

- E.3.1 Payment will be made for the number of units completed and accepted at the unit price stated in each task order. A mutually agreed upon schedule for periodic payments will be arranged at the pre-work conference.
- E.3.2 Final payment under the contract will not be made until all Government-furnished property not utilized during performance of the contract has been returned as directed by the COR.
- E.3.3 <u>Measurement of Survey Areas</u> Survey area acreage is determined by digitizing proposed units from hand drawn maps into an Arcview GIS program. Acreages are then calculated by Arcview.

#### E.3.4 Re-measurement of Survey Areas

- E.3.4.1 The Contractor may, at any time during the course of the contract, request in writing to the CO re-measurement of any survey area if they think that the acreage stated in the task order and on the project maps is incorrect.
- E.3.4.2 If re-measurement indicates that a variance of 5% or less exists, the Contractor shall pay for the actual cost of the re-measurement. Payment will be based on the acreage stated in the task order.
- E.3.4.3 If re-measurement indicates that the actual acreage variance is more than 5% of that shown in the task order, payment will be based on the re-measured acreage. The cost for re-measurement will be incurred by the Government.

## E.4.0 INVOICES - Send invoices to the attention of the COR at the following address:

Bureau of Land Management Butte Falls Resource Area 3040 Biddle Rd. Medford, Oregon 97504

#### SECTION F - DELIVERIES OR PERFORMANCE

#### F.1.0 TASK ORDERS

Task orders may be placed throughout the contract by the CO at the prices listed on the Schedule of Items. The CO will consider price and past performance on this and previous contracts in determining placement of task orders. When past performance histories of awarded Contractor are considered relatively close, price will be a major selection factor.

#### F.2.0 PERFORMANCE TIME

The Contractor shall begin work within five calendar days from the effective date of the Notice to Proceed (NTP) for each task order issued. The Contractor shall continue performance of the work under the task order without delay or interruption except by causes beyond his control as defined by contract clauses, or by the receipt of a "Suspend Work Order" issued by the Government. Failure to do so may be cause for action under the "Default" clause. The Contractor shall complete all work required within the time specified in the task order.

#### F.3.0 SCHEDULE

- F.3.1 The field surveys shall be completed within the number of calendar days as indicated in each task order, from the effective date of the NTP and within the appropriate biological windows.
- F.3.2 All documentation (other than written weekly progress reports) shall be completed and submitted to the COR within 30 calendar days from the end of the performance time allowed for completion of all field surveys, as indicated in each task order.

#### F.4.0 PROGRESS PLAN

At the task order pre-work conference, the Contractor shall provide to the COR a written "work progress plan" that details his proposed work force and schedule to provide for orderly completion of the work within the task order performance time. This work schedule must be acceptable to the Government. At a minimum, the schedule should reflect a work progress rate equal to the available amount of task order performance time. The unit sequence work schedule will be determined by the COR at the pre-work conference and may be subject to change because of normal variations in weather conditions at no change in task order performance time or price.

#### SECTION G - CONTRACT ADMINISTRATION DATA

#### G.1.0 CONTRACTING OFFICER'S REPRESENTATIVE DEFINITION

The "Contracting Officer's Representative (COR)" is the on-the-ground administrator for the Contracting Officer.

#### G.2.0 PROJECT INSPECTOR DEFINITION

"Project Inspector" means the person designated by the COR to perform, as needed, on-the-job Government inspection of work accomplished by the Contractor.

# G.3.0 RESPONSIBILITIES OF THE CONTRACTING OFFICER'S REPRESENTATIVE AND PROJECT INSPECTOR

- G.3.1 The COR's authorities and responsibilities are defined in the COR's Designation Letter. The COR is authorized to clarify technical requirements, and to review and approve work which is clearly within the scope of work. The COR is NOT authorized to issue changes pursuant to the changes clause or to in any other way modify the scope of work.
- G.3.2 The Project Inspector is responsible for checking the Contractor's compliance with the technical specifications, drawings, work schedule, and labor provisions at the site of the work.

#### G.4.0 NOTICE TO PROCEED

- G.4.1 After award of contract, the COR will issue to the Contractor a written notice to proceed. Issuance of the notice may be delayed for a reasonable time, at the discretion of the Government, if adverse soil, vegetative, or climatological conditions exist
- G.4.2 The Contractor shall perform no preliminary work prior to receipt of the written notice to proceed. Contract time starts on the effective date of the notice to proceed.

#### SECTION H - SPECIAL CONTRACT REQUIREMENTS

#### H 1 0 WORK HOURS

Work hours under this contract shall be limited to the time between one-half hour before sunrise to one-half hour after sunset each day. No work will be done on Sunday unless mutually agreed upon.

#### H.2.0 PROSECUTION OF THE WORK

- H.2.1 The capacity of the Contractor's plant, method of operation, and forces employed shall, at all times during the continuance of the contract, be subject to the approval of the Contracting Officer and shall be such as to assure the completion of the work within the specified period of time. To the extent stated in the specifications, the Contracting Officer shall have the right to select the sequence in which the individual work will be completed.
- H.2.2 If work is seriously or chronically deficient, the Contractor's right to proceed may be suspended until the performance problems can be resolved and work may resume. The contract time will continue to run during any such period of suspension.
- H.2.3 The Contracting Officer may, in writing, require the Contractor to remove from the work any employee found to be working in an unsafe manner.

#### H.3.0 ENVIRONMENTAL INTERRUPTION OF WORK

- H.3.1 Environmental The Contracting Officer, by issuance of a suspend work order, may direct the Contractor to shut down any work that may be subject to damage due to weather conditions or fire danger. The Contractor will be given a resume work order which will document the date the work suspension ends. An allowance <a href="has been included">has been included</a> in the contract time for short term environmental delays up to one day at a time. The count of contract time will therefore continue during work interruptions of one day or less, but the count of contract time will stop during work interruptions in excess of one day at a time. All periods of interruptions directed by the Government will be documented. The Contractor will not be entitled to additional monetary compensation for such suspensions regardless of duration.
- H.3.2 Endangered Species The Government may direct the Contractor to discontinue all operations in the event that listed or proposed threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, or Federal candidate (Category 1 and 2), sensitive or state listed species, identified under BLM Manual 6840, are discovered to be present in or adjacent to the project area. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section I, FAR 52.242-14.

#### H.4.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL RESOURCES

If, in connection with operations under this contract, the Contractor, subcontractors, or the employees of any of them, discovers, encounters or becomes aware of any objects or sites of cultural value on the project area, such as historical or prehistorical ruins, graves or grave markers, fossils, or artifacts, the Contractor shall immediately suspend all operations in the vicinity of the cultural value and shall notify the COR in writing of the findings. No objects of cultural resource value may be removed. Operations may resume at the discovery site upon receipt of written instructions. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section I, FAR 52.242-14.

#### H 5 0 SUBCONTRACTS

If the contractor desires to subcontract any work under the contract, it shall obtain the Contracting Officer's written consent. The request to subcontract shall contain the following information:

- a. Name of subcontractor
- b. Description and amount of supplies or services to be subcontracted. The Contractor shall insert in any subcontracts all applicable clauses contained in the contract.

#### H.6.0 RESTORATION OF RESOURCES

- H.6.1 Cleanup The Contractor is responsible for cleaning up all camp and worksites before leaving the area. Final payment may be withheld until the Contractor has complied with this requirement.
- H.6.2 Access Roads Public or private access roads damaged by the Contractor shall be restored, at his expense, to the same condition they were in at the commencement of work.

#### H.7.0 FIRE DANGER SEASON

If the COR allows the Contractor to continue work during periods of Closed Fire Season, the Contractor shall comply with all applicable State laws relating to fire prevention and with all special conditions of work as directed by the COR.

#### H.8.0 IMPROPER DISPOSAL OF GOVERNMENT-FURNISHED MATERIAL

H.8.1 Improper disposal includes, but is not limited to, the wrongful ditching, hiding or burying of Government-furnished material (GFM). The Government may, by issuance of a written order, suspend the Contractor's right to proceed for improper

disposal of GFM. The Contractor may be required to remove from the contract site any individuals involved in the improper disposal of GFM.

H.8.2 The Contractor will be charged for the actual costs of the improperly disposed GFM. The costs will be based on the current market value and any associated costs.

#### H.9.0 TASK ORDER OMBUDSMAN

1510-52-216-70 - The task order contract ombudsman for this contract is: Stephanie Coleman, Bureau of Land Management, Oregon State Office (952), 333 S.W. First Avenue, 4<sup>th</sup> floor, Portland, OR 97204; mailing address P.O. Box 2965, Portland, OR 97208-2965; telephone number 503-808-6216; facsimile number 503-808-6312; and e-mail address scoleman@or.blm.gov. In accordance with FAR 16.505(b)(4), the ombudsman shall review complaints from contractors regarding contracts awarded under Solicitation Number HAR062003.

## SECTION I - NEGOTIATED SERVICE CLAUSES

(current through Federal Acquisition Circular 2005-06)
\* Asterisked clauses are included in full text.

52.202-1*	Definitions	(JUL 2004)
52.203-3	Gratuities	(APR 1984)
52.203-5	Covenant Against Contingent Fees	(APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government	(JUL 1995)
52.203-7	Anti-Kickback Procedures	(JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for	,
	Illegal or Improper Activity	(JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(JAN 1997)
52.203-12	Limitation on Payments to Influence Certain	,
	Federal Transactions	(JUN 2003)
	(Applicable to contracts exceeding \$100,000)	
52.204-4	Printed or Copied Double-Sided on Recycled Paper	(AUG 2000)
52.204-7*	Central Contractor Registration	(OCT 2003)
52.209-6	Protecting the Government's Interest When Subcontracting	5
	With Contractors Debarred, Suspended, or Proposed	
	for Debarment	(JAN 2005)
52.215-2	Audit and Records - Negotiation	(JUN 1999)
52.215-8*	Order of Precedence	(OCT 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data.	(OCT 1997)
52.215-11	Price Reduction for Defective Cost or Pricing	
	Data - Modifications	(OCT 1997)
52.215-12	Subcontractor Cost or Pricing Data	(OCT 1997)
52.215-13	Subcontractor Cost or Pricing Data - Modifications	(OCT 1997)
52.215-15	Pension Adjustments and Asset Reversions	(JAN 2004)
52.215-16	Facilities Capital Cost of Money	(JUN 2003)
52.215-18	Reversion or Adjustment of Plans for	(O.GT. 100 <b>7</b> )
50 01 C 10th	Postretirement Benefits Other Than Pensions	(OCT 1997)
52.216-18*	Ordering	(OCT 1995)
52.216-19*	Order Limitations	(OCT 1995)
52.216-22*	Indefinite Quantity	(OCT 1995)
52.219-3	Notice of Total HUBZone Set-Aside	(JAN 1999)
52.210.6	(Applicable if noted on the Schedule).	(H.D.I. 2002)
52.219-6	Notice of Total Small Business Set-Aside	(JUN 2003)
52 210 0	(Applicable if so noted on Schedule of Items.)	(3.4.37.2004)
52.219-8	Utilization of Small Business Concerns	(MAY 2004)
52.219-14*	Limitations on Subcontracting	(DEC 1996)
52 222 2	(Applicable only if project is set aside for small businesses	
52.222-3	Convict Labor  Contract Work Hours and Safety Standards Act	(JUN 2003)
52.222-4	Contract Work Hours and Safety Standards Act -	(CED 2000)
	Overtime Compensation	(SEP 2000)

52.222-21	Prohibition of Segregated Facilities	(FEB 1999)
52.222-26	Equal Opportunity	(APR 2002)
52.222-35	Affirmative Action for Disabled Veterans and	(Al K 2002)
32.222-33	Veterans of the Vietnam Era	(DEC 2001)
52.222-36	Affirmative Action for Workers with Disabilities	(JUN 1998)
		(JUN 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	(DEC 2001)
52 222 20 <b>*</b>		(DEC 2001)
52.222-39*	Notification of Employee Rights Concerning Payment of Union Dues or Fees	(DEC 2004)
52.222-41	Service Contract Act of 1965, as Amended	(JUL 2005)
52.222-42*	Statement of Equivalent Rates for Federal Hires	(MAY 1989)
52.222-44	Fair Labor Standards Act and Service Contract	
	Act-Price Adjustment	(FEB 2002)
52.223-6	Drug-Free Workplace	(MAY 2001)
52.223-14	Toxic Chemical Release Reporting	(AUG 2003)
	(Applicable if contract exceeds \$100,000.)	
52.225-1	Buy American Act - Supplies	(JUN 2003)
52.225-13	Restrictions on Certain Foreign Purchases	(DEC 2003)
52.227-1	Authorization and Consent	(JUL 1995)
52.227-2	Notice and Assistance Regarding Patent and	
	Copyright Infringement	(AUG 1996)
52.228-1*	Bid Guarantee	(SEP 1996)
	(Applicable if guarantees required. See Schedule of Items.	)
52.228-2	Additional Bond Security	(OCT 1997)
	(Applicable if bonds required. See Schedule of Items.)	
52.228-5	Insurance-Work on a Government Installation	(JAN 1997)
	(Applicable if DIAR 1452.228-70 is included.)	
52.228-11*	Pledges of Assets	(FEB 1992)
	(Applicable if bonds required. See Schedule of Items.)	
52.228-14	Irrevocable Letter of Credit	(DEC 1999)
	(Applicable if bonds required. See Schedule of Items.)	
52.229-3	Federal, State, and Local Taxes	(APR 2003)
52.229-4	Federal, State, and Local Taxes	
	(Noncompetitive Contract)	(APR 2003)
52.229-5	Taxes - Contracts Performed in U.S. Possessions	
	or Puerto Rico	(APR 1984)
52.232-1*	Payments	(APR 1984)
52.232-8	Discounts for Prompt Payment	(FEB 2002)
52.232-9	Limitation on Withholding of Payments	(APR 1984)
52.232-11	Extras	(APR 1984)
52.232-17	Interest	(JUN 1996)
52.232-23	Assignment of Claims	(JAN 1986)
52.232-25*	Prompt Payment	(OCT 2003)
52.232-33*	Payment by Electronic Funds Transfer - Central Contractor	r
	Registration	(OCT 2003)

52.233-1*	Disputes Alternate I (DEC 1991)	(JUL 2002)
52.233-3	Protest After Award	(AUG 1996)
52.233-4	Applicable Law for Breach of Contract Claim	(OCT 2004)
52.236-6*	Superintendence by the Contractor	(APR 1984)
52.236-7*	Permits and Responsibilities	(NOV 1991)
52.242-13	Bankruptcy	(JUL 1995)
52.242-14*	Suspension of Work	(APR 1984)
52.243-1*	Changes - Fixed-Price (AUG 1987) Alternate I	(APR 1984)
52.244-6	Subcontracts for Commercial Items	(DEC 2004)
52.245-4	Government-Furnished Property (Short Form)	(JUN 2003)
52.246-25	Limitation of Liability - Services	(FEB 1997)
52.248-1	Value Engineering	(FEB 2000)
52.249-4*	Termination for Convenience of the	
	Government (Services) (Short form)	(APR 1984)
52.249-8*	Default (Fixed-Price Supply and Service)	(APR 1984)
52.252-2*	Clauses Incorporated by Reference	(FEB 1998)
52.253-1	Computer Generated Forms	(JAN 1991)
1452.203-70	Restriction on Endorsements - Department of the Interior	(JUL 1996)

#### 52.202-1 DEFINITIONS

(JUL 2004)

- (a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless -
  - (1) The solicitation, or amended solicitation, provides a different definition;
  - (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
  - (4) The word or term is defined in FAR Part 31, for use in the cost principles or procedures.
- (b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <a href="http://acqnet.gov">http://acqnet.gov</a> at the end of the FAR, after the FAR Appendix.

#### 52.204-7 CENTRAL CONTRACT REGISTRATION

(OCT 2003)

a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields and has marked the record "Active".
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
  - (1) An offeror may obtain a DUNS number-
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or
  - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
  - (i) Company legal business.
  - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
  - (iii) Company Physical Street Address, City, State, and Zip Code.
  - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
  - (v) Company Telephone Number.
  - (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.

#### 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

#### 52.216-18 ORDERING

(OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued for three years from the date of contract award.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, or by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### 52.216-19 ORDER LIMITATIONS

(OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$20,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

- (b) Maximum order. The Contractor is not obligated to honor-
  - (1) Any order for single item in excess of <u>See Section B</u>.
  - (2) Any order for a combination of items in excess of See Section B.
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### 52.216-22 INDEFINITE QUANTITY

(OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Delivery-Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year following the last date that task orders may be placed.

#### 52.219-14 LIMITATIONS ON SUBCONTRACTING

(DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--
- (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for a least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

# 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) Definition. As used in this clause-

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

#### Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board Division of Information 1099 14th Street, N.W. Washington, DC 20570 1-866-667-6572 1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at http://www.nlrb.gov.

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- (e) The requirement to post the employee notice in paragraph (b) does not apply to-
- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that-
- (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
  - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall-
- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution

Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

- (2) Download a copy of the poster from the Office of Labor-Management Standards website at <a href="http://www.olms.dol.gov">http://www.olms.dol.gov</a>; or
  - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B-Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

# 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES

(MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is Not a Wage Determination

Employee class Monetary wage-Fringe benefits

[See Section J] [See Section J]

#### 52.228-1 BID GUARANTEE

(SEP 1996)

(Applicable if guarantees required. See Schedule of Items.)

- (a) Failure to furnish a bid guarantee in the proper form and amount, by the offer due date and time, may be cause for rejection of the offer.
- (b) The offeror shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money

order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds - (1) to unsuccessful offerors as soon as practicable after the receipt of offers; and (2) to the successful offeror upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the offer as accepted.

- (c) The amount of the bid guarantee shall be 20 percent of the bid price.
- (d) If the successful offeror, upon acceptance of its offer by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the offeror, the Contracting Officer may terminate the contract for default.
- (e) In the event the contract is terminated for default, the offeror is liable for any cost of acquiring the work that exceeds the amount of its offer, and the bid guarantee is available to offset the difference.

#### 52.228-11 PLEDGES OF ASSETS

(FEB 1992)

(Applicable if bonds required. See Schedule of Items.)

- (a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond-
  - (1) Pledge of assets; and
  - (2) Standard Form 28, Affidavit of Individual Surety.
  - (b) Pledges of assets from each person acting as an individual surety shall be in the form of-
- (1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;
  - (2) A recorded lien on real estate. The offeror will be required to provide-
- (i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owner; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);
  - (ii) Evidence of the amount due under any encumbrance shown in the evidence of title;
- (iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

#### **52.232-1 PAYMENTS**

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if -

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

#### 52.232-25 PROMPT PAYMENT (Asterisks indicate omitted material.) (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

- (a) Invoice payments-
- (1) Due date.
- (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:
- (A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).
- (B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.
- (ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

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- (2) (ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.
- (3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.
  - (i) Name and address of the Contractor.

- (ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)
- (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (v) Shipping and payment terms (*e.g.*, shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- (viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
  - (ix) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.*, 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (x) Any other information or documentation required by the contract (e.g., evidence of shipment).
- (4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.
  - (i) The designated billing office received a proper invoice.
- (ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.
- (iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.
- (5) *Computing penalty amount*. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.
- (i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise

specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

- (ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.
- (6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.
  - (7) Additional interest penalty.
- (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if-
  - (A) The Government owes an interest penalty of \$1 or more;
- (B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and
- (C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.
- (ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall-
- (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;
  - (2) Attach a copy of the invoice on which the unpaid late payment interest is due; and
  - (3) State that payment of the principal has been received, including the date of receipt.
  - (B) If there is no postmark or the postmark is illegible-
- (1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or
- (2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.
- (iii) The additional penalty does not apply to payments regulated by other Government regulations (*e.g.*, payments under utility contracts subject to tariffs and regulation).
- (b) *Contract financing payment*. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

- (c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.
- (d) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

#### 52.232-33 Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003)

- (a) *Method of payment*.
- (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-
  - (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).
- (b) *Contractor's EFT information*. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.
- (c) *Mechanisms for EFT payment*. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- (d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
- (e) Liability for uncompleted or erroneous transfers.
- (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-
  - (i) Making a correct payment;
  - (ii) Paying any prompt payment penalty due; and
  - (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-
- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.
- (f) *EFT and prompt payment*. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) *EFT and assignment of claims*. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (h) *Liability for change of EFT information by financial agent*. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

#### 52.233-1 DISPUTES -- ALTERNATE I (DEC 1991) (JUL 2002)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission

and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

- (d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternate disputes resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

#### 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR

(APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

#### 52.236-7 PERMITS AND RESPONSIBILITIES

(APR 1984)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

#### 52.242-14 SUSPENSION OF WORK

(APR 1984)

- (a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.
- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

#### 52.243-1 CHANGES - FIXED-PRICE (AUG 1987) -- ALTERNATE I (APR 1984)

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
  - (1) Description of services to be performed.
  - (2) Time of performance (i.e., hours of the day, days of the week, etc.).
  - (3) Place of performance of the services.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.
- (c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.
- (d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.
- (e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

# 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

#### 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

- (a) (1) The Government may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to -
- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or
- (iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

- (2) The Government's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.
- (b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- (c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
- (d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.
- (e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.
- (f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.
- (g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: www.arnet.gov/far

## SECTION J - LIST OF ATTACHMENTS/EXHIBITS

DESCRIPTION	NO. OF <u>PAGES</u>
CLASSIFICATION AND WAGES OF GOVERNMENT EMPLOYEES	1
WAGE DETERMINATION	11
FIRE PROTECTION REQUIREMENTS	2
SAMPLE TASK ORDER	1
BUTTE FALLS RESOURCE AREA GENERAL LOCATION MAP (Separately attached)	1
SAMPLE TASK ORDER PROJECT UNIT MAP (Separately attached)	6
LIST OF SPECIAL STATUS PLANT SPECIES	6
LIST OF NOXIOUS WEEDS	1
SAMPLE FORMS:	
Special Status Plant Survey Report Special Status Plant Site Report Sample Species List	2 2 1

#### **SECTION J**

Coos Bay, Eugene, Lakeview, Medford, Prineville and Roseburg.

#### CLASSIFICATION AND WAGES OF GOVERNMENT EMPLOYEES

It is anticipated that the following classes of service employees will be utilized in the performance of work under this contract. If employed by the Federal Government, the wage scales and fringe benefits received under 5 USC 5341 would be indicated:

<u>Labor Classification</u>	Basic Rate	Fringe Benefits
Biological Technician, GS-5 Biological Technician, GS-6 Biological Technician, GS-7	\$13.58 \$15.14 \$16.83	Life and Health Insurance partly paid by the Gov't - Retirement - Annual/Sick Leave

The classification shown above are the wages that would be paid to Federal employees. They are for comparison only and not the wage rates that apply to this project.

Contractors must pay at least the prevailing minimum wage rate to laborers and mechanics on Government projects. However, if a wage determination is contained in the bid package or contract, the wage rates that are contained therein apply to the project work

#### 94-2439 OR, EUGENE

WAGE DETERMINATION NO: 94-2439 REV (25) AREA: OR, EUGENE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY \*\*OTHER WELFARE LEVEL WD:94-2440

\*

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

MINIMUM WAGE RATE

| Wage Determination No.: 1994-2439

William W.Gross Division of Revision No.: 25

Director Wage Determinations Date Of Revision: 07/15/2005

State: Oregon

OCCUPATION CODE - TITLE

Area: Oregon Counties of Benton, Coos, Crook, Curry, Deschutes, Douglas,

Jefferson, Josephine, Klamath, Lake, Lane, Lincoln, Linn

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#### \*\*Fringe Benefits Required Follow the Occupational Listing\*\*

#### 01000 - Administrative Support and Clerical Occupations 01011 - Accounting Clerk I 10.77 01012 - Accounting Clerk II 11.76 01013 - Accounting Clerk III 13.43 01014 - Accounting Clerk IV 15.02 01030 - Court Reporter 14.18 01050 - Dispatcher, Motor Vehicle 15.36 01060 - Document Preparation Clerk 11.30 01070 - Messenger (Courier) 10.75 01090 - Duplicating Machine Operator 11.30 01110 - Film/Tape Librarian 11.96 01115 - General Clerk I 8.89 01116 - General Clerk II 10.64 01117 - General Clerk III 11.94 01118 - General Clerk IV 13.40 01120 - Housing Referral Assistant 15.80 01131 - Key Entry Operator I 10.23 01132 - Key Entry Operator II 11.25 01191 - Order Clerk I 10.23 01192 - Order Clerk II 14.27 01261 - Personnel Assistant (Employment) I 10.69 01262 - Personnel Assistant (Employment) II 13.42 01263 - Personnel Assistant (Employment) III 14.69 01264 - Personnel Assistant (Employment) IV 16.07 01270 - Production Control Clerk 15.05

01290 - Rental Clerk	11.70
01300 - Scheduler, Maintenance	12.68
01311 - Secretary I	12.68
01312 - Secretary II	14.18
01313 - Secretary III	15.80
01314 - Secretary IV	17.57
01315 - Secretary V	19.45
01320 - Service Order Dispatcher	13.68
01341 - Stenographer I	12.25
01342 - Stenographer II	12.96
01400 - Supply Technician	17.57
01420 - Survey Worker (Interviewer)	12.77
01460 - Switchboard Operator-Receptionist	11.47
01510 - Test Examiner	14.18
01520 - Test Proctor	14.18
01531 - Travel Clerk I	11.78
01532 - Travel Clerk II	12.76
01533 - Travel Clerk III	13.70
01611 - Word Processor I	11.30
01612 - Word Processor II	12.68
01613 - Word Processor III	15.23
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.98
03041 - Computer Operator I	12.98
03042 - Computer Operator II	14.52
03043 - Computer Operator III	16.19
03044 - Computer Operator IV	17.99
03045 - Computer Operator V	19.92
03071 - Computer Programmer I (1)	14.66
03072 - Computer Programmer II (1)	18.18
03073 - Computer Programmer III (1)	22.24
03074 - Computer Programmer IV (1)	26.90
03101 - Computer Systems Analyst I (1)	22.76
03102 - Computer Systems Analyst II (1)	27.53
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	11.80
05000 - Automotive Service Occupations	11.00
05005 - Automotive Body Repairer, Fiberglass	20.41
05010 - Automotive Glass Installer	14.74
05010 Automotive Glass Installer 05040 - Automotive Worker	15.08
05070 - Electrician, Automotive	15.82
05100 - Mobile Equipment Servicer	13.02
05100 - Mobile Equipment Servicer 05130 - Motor Equipment Metal Mechanic	16.55
05130 - Motor Equipment Metal Worker	15.08
05100 - Motor Equipment Metal Worker 05190 - Motor Vehicle Mechanic	16.55
05220 - Motor Vehicle Mechanic Helper	12.53
05220 - Motor Venicle Mechanic Helper 05250 - Motor Vehicle Upholstery Worker	14.34
05250 - Motor Venicle Upholstery Worker 05280 - Motor Vehicle Wrecker	
	15.08
05310 - Painter, Automotive	17.01
05340 - Radiator Repair Specialist	15.08
05370 - Tire Repairer	11.59
05400 - Transmission Repair Specialist	16.55
07000 - Food Preparation and Service Occupations	0 70
(not set) - Food Service Worker	8.72

	- Baker	11.23
	- Cook I	9.78
	- Cook II	10.84
	- Dishwasher	8.09
	- Meat Cutter	14.77
	- Waiter/Waitress	8.51
	Furniture Maintenance and Repair Occupations	
	- Electrostatic Spray Painter	13.76
	- Furniture Handler	10.59
	- Furniture Refinisher	13.76
	- Furniture Refinisher Helper	11.14
	- Furniture Repairer, Minor	12.48
	- Upholsterer	13.76
	General Services and Support Occupations	
	- Cleaner, Vehicles	9.85
11060	- Elevator Operator	9.58
	- Gardener	12.55
	- House Keeping Aid I	8.50
	- House Keeping Aid II	9.58
11150	- Janitor	9.90
11210	- Laborer, Grounds Maintenance	11.20
11240	- Maid or Houseman	8.50
11270	- Pest Controller	13.98
11300	- Refuse Collector	10.83
11330	- Tractor Operator	12.83
11360	- Window Cleaner	10.64
12000 -	Health Occupations	
12020	- Dental Assistant	15.63
12040		
	- Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14.38
	- Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver - Licensed Practical Nurse I	14.38 13.33
12071		
12071 12072	- Licensed Practical Nurse I	13.33
12071 12072 12073	- Licensed Practical Nurse I - Licensed Practical Nurse II	13.33 14.96
12071 12072 12073 12100	- Licensed Practical Nurse I - Licensed Practical Nurse II - Licensed Practical Nurse III	13.33 14.96 16.73
12071 12072 12073 12100 12130	- Licensed Practical Nurse I - Licensed Practical Nurse II - Licensed Practical Nurse III - Medical Assistant	13.33 14.96 16.73 13.73
12071 12072 12073 12100 12130 12160	- Licensed Practical Nurse I - Licensed Practical Nurse II - Licensed Practical Nurse III - Medical Assistant - Medical Laboratory Technician	13.33 14.96 16.73 13.73
12071 12072 12073 12100 12130 12160 12190	- Licensed Practical Nurse I - Licensed Practical Nurse II - Licensed Practical Nurse III - Medical Assistant - Medical Laboratory Technician - Medical Record Clerk - Medical Record Technician	13.33 14.96 16.73 13.73 13.73
12071 12072 12073 12100 12130 12160 12190 12221	- Licensed Practical Nurse I - Licensed Practical Nurse II - Licensed Practical Nurse III - Medical Assistant - Medical Laboratory Technician - Medical Record Clerk - Medical Record Technician - Nursing Assistant I	13.33 14.96 16.73 13.73 13.73 12.35 15.55
12071 12072 12073 12100 12130 12160 12190 12221 12222	- Licensed Practical Nurse I - Licensed Practical Nurse II - Licensed Practical Nurse III - Medical Assistant - Medical Laboratory Technician - Medical Record Clerk - Medical Record Technician - Nursing Assistant I - Nursing Assistant II	13.33 14.96 16.73 13.73 12.35 15.55 9.12
12071 12072 12073 12100 12130 12160 12190 12221 12222 12223	- Licensed Practical Nurse I - Licensed Practical Nurse II - Licensed Practical Nurse III - Medical Assistant - Medical Laboratory Technician - Medical Record Clerk - Medical Record Technician - Nursing Assistant I - Nursing Assistant II - Nursing Assistant III	13.33 14.96 16.73 13.73 13.73 12.35 15.55 9.12 10.26 11.20
12071 12072 12073 12100 12130 12160 12190 12221 12222 12223 12224	- Licensed Practical Nurse II - Licensed Practical Nurse III - Licensed Practical Nurse III - Medical Assistant - Medical Laboratory Technician - Medical Record Clerk - Medical Record Technician - Nursing Assistant I - Nursing Assistant II - Nursing Assistant III - Nursing Assistant IV	13.33 14.96 16.73 13.73 13.73 12.35 15.55 9.12 10.26 11.20 12.57
12071 12072 12073 12100 12130 12160 12190 12221 12222 12223 12224 12250	- Licensed Practical Nurse II - Licensed Practical Nurse III - Licensed Practical Nurse III - Medical Assistant - Medical Laboratory Technician - Medical Record Clerk - Medical Record Technician - Nursing Assistant I - Nursing Assistant II - Nursing Assistant III - Nursing Assistant IV - Pharmacy Technician	13.33 14.96 16.73 13.73 13.73 12.35 15.55 9.12 10.26 11.20 12.57 12.41
12071 12072 12073 12100 12130 12160 12190 12221 12222 12223 12224 12250 12280	- Licensed Practical Nurse II - Licensed Practical Nurse III - Licensed Practical Nurse III - Medical Assistant - Medical Laboratory Technician - Medical Record Clerk - Medical Record Technician - Nursing Assistant I - Nursing Assistant II - Nursing Assistant III - Nursing Assistant IV - Pharmacy Technician - Phlebotomist	13.33 14.96 16.73 13.73 13.73 12.35 15.55 9.12 10.26 11.20 12.57 12.41 13.59
12071 12072 12073 12100 12130 12160 12190 12221 12222 12223 12224 12250 12280 12311	- Licensed Practical Nurse II - Licensed Practical Nurse III - Medical Assistant - Medical Laboratory Technician - Medical Record Clerk - Medical Record Technician - Nursing Assistant I - Nursing Assistant II - Nursing Assistant III - Nursing Assistant IV - Pharmacy Technician - Phlebotomist - Registered Nurse I	13.33 14.96 16.73 13.73 12.35 15.55 9.12 10.26 11.20 12.57 12.41 13.59 19.07
12071 12072 12073 12100 12130 12160 12190 12221 12222 12223 12224 12250 12280 12311 12312	- Licensed Practical Nurse II - Licensed Practical Nurse III - Medical Assistant - Medical Laboratory Technician - Medical Record Clerk - Medical Record Technician - Nursing Assistant I - Nursing Assistant II - Nursing Assistant III - Nursing Assistant IV - Pharmacy Technician - Phlebotomist - Registered Nurse I - Registered Nurse II	13.33 14.96 16.73 13.73 12.35 15.55 9.12 10.26 11.20 12.57 12.41 13.59 19.07 23.33
12071 12072 12073 12100 12130 12160 12190 12221 12222 12223 12224 12250 12280 12311 12312 12313	- Licensed Practical Nurse II - Licensed Practical Nurse III - Medical Assistant - Medical Laboratory Technician - Medical Record Clerk - Medical Record Technician - Nursing Assistant I - Nursing Assistant II - Nursing Assistant III - Nursing Assistant IV - Pharmacy Technician - Phlebotomist - Registered Nurse I - Registered Nurse II, Specialist	13.33 14.96 16.73 13.73 12.35 15.55 9.12 10.26 11.20 12.57 12.41 13.59 19.07 23.33 23.33
12071 12072 12073 12100 12130 12160 12190 12221 12222 12223 12224 12250 12280 12311 12312 12313 12314	- Licensed Practical Nurse II - Licensed Practical Nurse III - Medical Assistant - Medical Laboratory Technician - Medical Record Clerk - Medical Record Technician - Nursing Assistant I - Nursing Assistant II - Nursing Assistant III - Nursing Assistant IV - Pharmacy Technician - Phlebotomist - Registered Nurse I - Registered Nurse II, Specialist - Registered Nurse III, Specialist - Registered Nurse III	13.33 14.96 16.73 13.73 12.35 15.55 9.12 10.26 11.20 12.57 12.41 13.59 19.07 23.33 23.33 28.24
12071 12072 12073 12100 12130 12160 12190 12221 12222 12223 12224 12250 12280 12311 12312 12313 12314 12315	- Licensed Practical Nurse II - Licensed Practical Nurse III - Medical Assistant - Medical Laboratory Technician - Medical Record Clerk - Medical Record Technician - Nursing Assistant I - Nursing Assistant II - Nursing Assistant III - Nursing Assistant IV - Pharmacy Technician - Phlebotomist - Registered Nurse I - Registered Nurse II - Registered Nurse III, Specialist - Registered Nurse III, Anesthetist	13.33 14.96 16.73 13.73 12.35 15.55 9.12 10.26 11.20 12.57 12.41 13.59 19.07 23.33 23.33
12071 12072 12073 12100 12130 12160 12190 12221 12222 12223 12224 12250 12280 12311 12312 12313 12314 12315 12316	- Licensed Practical Nurse II - Licensed Practical Nurse III - Licensed Practical Nurse III - Medical Assistant - Medical Laboratory Technician - Medical Record Clerk - Medical Record Technician - Nursing Assistant I - Nursing Assistant II - Nursing Assistant III - Nursing Assistant IV - Pharmacy Technician - Phlebotomist - Registered Nurse I - Registered Nurse II - Registered Nurse III, Specialist - Registered Nurse IIII	13.33 14.96 16.73 13.73 12.35 15.55 9.12 10.26 11.20 12.57 12.41 13.59 19.07 23.33 23.33 28.24 28.24
12071 12072 12073 12100 12130 12160 12190 12221 12222 12223 12224 12250 12280 12311 12312 12313 12314 12315 12316 13000 -	- Licensed Practical Nurse II - Licensed Practical Nurse III - Medical Assistant - Medical Laboratory Technician - Medical Record Clerk - Medical Record Technician - Nursing Assistant I - Nursing Assistant II - Nursing Assistant III - Nursing Assistant IV - Pharmacy Technician - Phlebotomist - Registered Nurse I - Registered Nurse II - Registered Nurse III, Specialist - Registered Nurse III, Anesthetist	13.33 14.96 16.73 13.73 12.35 15.55 9.12 10.26 11.20 12.57 12.41 13.59 19.07 23.33 23.33 28.24 28.24 33.83
12071 12072 12073 12100 12130 12160 12190 12221 12222 12223 12224 12250 12280 12311 12312 12313 12314 12315 12316 13000 -	- Licensed Practical Nurse II - Licensed Practical Nurse III - Medical Assistant - Medical Laboratory Technician - Medical Record Clerk - Medical Record Technician - Nursing Assistant I - Nursing Assistant II - Nursing Assistant III - Nursing Assistant IV - Pharmacy Technician - Phlebotomist - Registered Nurse I - Registered Nurse II - Registered Nurse III - Registered Nurse IIII - Registered Nurse IV - Information and Arts Occupations - Audiovisual Librarian	13.33 14.96 16.73 13.73 12.35 15.55 9.12 10.26 11.20 12.57 12.41 13.59 19.07 23.33 23.33 28.24 28.24 33.83
12071 12072 12073 12100 12130 12160 12190 12221 12222 12223 12224 12250 12280 12311 12312 12313 12314 12315 12316 13000 - 13002 13011	- Licensed Practical Nurse II - Licensed Practical Nurse III - Medical Assistant - Medical Laboratory Technician - Medical Record Clerk - Medical Record Technician - Nursing Assistant I - Nursing Assistant II - Nursing Assistant III - Nursing Assistant IV - Pharmacy Technician - Phlebotomist - Registered Nurse I - Registered Nurse II - Registered Nurse III - Registered Nurse IIII - Registered Nurse IV - Information and Arts Occupations - Audiovisual Librarian - Exhibits Specialist I	13.33 14.96 16.73 13.73 12.35 15.55 9.12 10.26 11.20 12.57 12.41 13.59 19.07 23.33 23.33 28.24 28.24 33.83
12071 12072 12073 12100 12130 12160 12190 12221 12222 12223 12224 12250 12280 12311 12312 12313 12314 12315 12316 13000 - 13002 13011 13012	- Licensed Practical Nurse II - Licensed Practical Nurse III - Medical Assistant - Medical Laboratory Technician - Medical Record Clerk - Medical Record Technician - Nursing Assistant I - Nursing Assistant II - Nursing Assistant III - Nursing Assistant IV - Pharmacy Technician - Phlebotomist - Registered Nurse I - Registered Nurse II - Registered Nurse III - Registered Nurse IIII - Registered Nurse IV - Registered Nurse IV - Information and Arts Occupations - Audiovisual Librarian - Exhibits Specialist II	13.33 14.96 16.73 13.73 12.35 15.55 9.12 10.26 11.20 12.57 12.41 13.59 19.07 23.33 23.33 28.24 28.24 33.83
12071 12072 12073 12100 12130 12160 12190 12221 12222 12223 12224 12250 12280 12311 12312 12313 12314 12315 12316 13000 - 13002 13011 13012 13013	- Licensed Practical Nurse II - Licensed Practical Nurse III - Medical Assistant - Medical Laboratory Technician - Medical Record Clerk - Medical Record Technician - Nursing Assistant I - Nursing Assistant II - Nursing Assistant III - Nursing Assistant IV - Pharmacy Technician - Phlebotomist - Registered Nurse I - Registered Nurse II - Registered Nurse III - Registered Nurse IIII - Registered Nurse IV - Information and Arts Occupations - Audiovisual Librarian - Exhibits Specialist I	13.33 14.96 16.73 13.73 12.35 15.55 9.12 10.26 11.20 12.57 12.41 13.59 19.07 23.33 23.33 28.24 28.24 33.83

13042	- Illustrator II	19.37
13043	- Illustrator III	22.35
13047	- Librarian	20.65
13050	- Library Technician	14.75
13071	- Photographer I	13.28
13072	- Photographer II	15.17
	- Photographer III	17.67
13074	- Photographer IV	20.32
13075	- Photographer V	24.60
15000 -	Laundry, Dry Cleaning, Pressing and Related Occupations	
15010	- Assembler	8.52
15030	- Counter Attendant	8.52
15040	- Dry Cleaner	11.06
15070	- Finisher, Flatwork, Machine	8.52
	- Presser, Hand	8.52
15100	- Presser, Machine, Drycleaning	8.52
15130	- Presser, Machine, Shirts	8.52
15160	- Presser, Machine, Wearing Apparel, Laundry	8.52
15190	- Sewing Machine Operator	11.89
15220	- Tailor	12.73
15250	- Washer, Machine	9.36
19000 -	Machine Tool Operation and Repair Occupations	
19010	- Machine-Tool Operator (Toolroom)	15.77
19040	- Tool and Die Maker	20.83
21000 -	Material Handling and Packing Occupations	
21010	- Fuel Distribution System Operator	14.66
21020	- Material Coordinator	16.07
21030	- Material Expediter	16.07
21040	- Material Handling Laborer	12.69
21050	- Order Filler	11.14
21071	- Forklift Operator	13.75
21080	- Production Line Worker (Food Processing)	13.75
21100	- Shipping/Receiving Clerk	11.73
21130	- Shipping Packer	11.73
21140	- Store Worker I	10.92
21150	- Stock Clerk (Shelf Stocker; Store Worker II)	14.14
21210	- Tools and Parts Attendant	13.75
21400	- Warehouse Specialist	13.75
23000 -	Mechanics and Maintenance and Repair Occupations	
23010	- Aircraft Mechanic	19.83
23040	- Aircraft Mechanic Helper	14.20
23050	- Aircraft Quality Control Inspector	20.70
23060	- Aircraft Servicer	17.19
23070	- Aircraft Worker	17.76
23100	- Appliance Mechanic	15.36
23120	- Bicycle Repairer	11.43
23125	- Cable Splicer	21.04
23130	- Carpenter, Maintenance	17.48
	- Carpet Layer	16.22
	- Electrician, Maintenance	22.39
	- Electronics Technician, Maintenance I	19.62
	- Electronics Technician, Maintenance II	21.52
23183	- Electronics Technician, Maintenance III	22.53
23260	- Fabric Worker	16.10

23290 - Fire Alarm System Mechanic	19.44
23310 - Fire Extinguisher Repairer	15.10
23340 - Fuel Distribution System Mechanic	18.10
23370 - General Maintenance Worker	14.47
23400 - Heating, Refrigeration and Air Conditioning Mechanic	17.46
23430 - Heavy Equipment Mechanic	
	19.40
23440 - Heavy Equipment Operator	19.78
23460 - Instrument Mechanic	19.08
23470 - Laborer	10.90
23500 - Locksmith	18.09
23530 - Machinery Maintenance Mechanic	18.21
23550 - Machinist, Maintenance	18.10
23580 - Maintenance Trades Helper	12.25
23640 - Millwright	21.04
	18.09
23700 - Office Appliance Repairer	
23740 - Painter, Aircraft	18.10
23760 - Painter, Maintenance	13.73
23790 - Pipefitter, Maintenance	21.04
23800 - Plumber, Maintenance	19.60
23820 - Pneudraulic Systems Mechanic	19.08
23850 - Rigger	19.08
23870 - Scale Mechanic	17.09
	19.35
23890 - Sheet-Metal Worker, Maintenance	
23910 - Small Engine Mechanic	16.22
23930 - Telecommunication Mechanic I	18.10
23931 - Telecommunication Mechanic II	19.04
23950 - Telephone Lineman	19.08
23960 - Welder, Combination, Maintenance	14.44
23965 - Well Driller	19.08
23970 - Woodcraft Worker	19.08
23980 - Woodworker	13.56
24000 - Personal Needs Occupations	13.30
<del>-</del>	10 00
24570 - Child Care Attendant	10.22
24580 - Child Care Center Clerk	12.74
24600 - Chore Aid	9.41
24630 - Homemaker	16.36
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	19.16
25040 - Sewage Plant Operator	19.11
25070 - Stationary Engineer	19.16
25190 - Ventilation Equipment Tender	14.11
25210 - Water Treatment Plant Operator	19.11
27000 - Protective Service Occupations	
(not set) - Police Officer	23.16
27004 - Alarm Monitor	17.27
27006 - Corrections Officer	19.86
27010 - Court Security Officer	19.86
27040 - Detention Officer	19.86
27070 - Firefighter	20.00
27101 - Guard I	9.70
27101 - Guard I 27102 - Guard II	15.03
	13.03
28000 - Stevedoring/Longshoremen Occupations	16.00
28010 - Blocker and Bracer	16.22
28020 - Hatch Tender	16.22

	- Line Handler	16.22
	- Stevedore I	15.02
	- Stevedore II	17.16
	Technical Occupations	10 04
	- Graphic Artist	19.24
	- Air Traffic Control Specialist, Center (2)	31.40 21.71
	- Air Traffic Control Specialist, Station (2)	23.92
	<ul><li>Air Traffic Control Specialist, Terminal (2)</li><li>Archeological Technician I</li></ul>	23.92 15.98
	- Archeological Technician II	17.91
	- Archeological Technician III	22.15
	- Cartographic Technician	21.51
	- Computer Based Training (CBT) Specialist/ Instructor	22.73
	- Civil Engineering Technician	21.43
	- Drafter I	12.35
	- Drafter II	15.38
	- Drafter III	18.08
	- Drafter IV	21.05
	- Engineering Technician I	12.55
	- Engineering Technician II	15.70
	- Engineering Technician III	18.44
	- Engineering Technician IV	21.42
	- Engineering Technician V	26.20
	- Engineering Technician VI	31.70
	- Environmental Technician	18.15
	- Flight Simulator/Instructor (Pilot)	27.53
	- Instructor	22.33
	- Laboratory Technician	18.24
	- Mathematical Technician	20.35
	- Paralegal/Legal Assistant I	15.33
	- Paralegal/Legal Assistant II	18.63
	- Paralegal/Legal Assistant III	22.74
	- Paralegal/Legal Assistant IV	27.58
	- Photooptics Technician	21.05
	- Technical Writer	18.99
29491	- Unexploded Ordnance (UXO) Technician I	20.02
	- Unexploded Ordnance (UXO) Technician II	24.22
29493	- Unexploded Ordnance (UXO) Technician III	29.03
29494	- Unexploded (UXO) Safety Escort	20.02
29495	- Unexploded (UXO) Sweep Personnel	20.02
29620	- Weather Observer, Senior (3)	18.28
29621	- Weather Observer, Combined Upper Air and Surface Programs (3)	16.22
29622	- Weather Observer, Upper Air (3)	16.22
	Transportation/ Mobile Equipment Operation Occupations	
	- Bus Driver	12.63
	- Parking and Lot Attendant	8.25
	- Shuttle Bus Driver	12.32
	- Taxi Driver	10.48
	- Truckdriver, Light Truck	12.31
	- Truckdriver, Medium Truck	15.59
	- Truckdriver, Heavy Truck	15.04
	- Truckdriver, Tractor-Trailer	15.04
	Miscellaneous Occupations	
99020	- Animal Caretaker	8.72

99030 - Cashier	9.10
99041 - Carnival Equipment Operator	11.97
99042 - Carnival Equipment Repairer	12.72
99043 - Carnival Worker	9.76
99050 - Desk Clerk	10.22
99095 - Embalmer	20.02
99300 - Lifeguard	10.52
99310 - Mortician	20.02
99350 - Park Attendant (Aide)	13.21
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.99
99500 - Recreation Specialist	12.88
99510 - Recycling Worker	10.56
99610 - Sales Clerk	10.91
99620 - School Crossing Guard (Crosswalk Attendant)	10.25
99630 - Sport Official	10.52
99658 - Survey Party Chief (Chief of Party)	21.02
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17.97
99660 - Surveying Aide	13.20
99690 - Swimming Pool Operator	15.48
99720 - Vending Machine Attendant	13.16
99730 - Vending Machine Repairer	15.48
99740 - Vending Machine Repairer Helper	13.16

#### ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther

King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in

accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative,

or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is

entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M.

at the rate of basic pay plus a night pay differential amounting to 10 percent of

the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of

regular tour of duty, you will earn a night differential and receive an additional

10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time

employed (40 hours a week) and Sunday is part of your regularly scheduled workweek,

you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic

rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or

in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive

ordance, explosives, and pyrotechnic compositions such as lead azide, black powder

and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance

operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the

employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All

operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials

are only applicable to work that has been specifically designated by the agency for

ordance, explosives, and incendiary material differential pay.

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or

local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an

employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the

following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual

cost of the uniforms. In addition, where uniform cleaning and maintenance is made

the responsibility of the employee, all contractors and subcontractors subject to

this wage determination shall (in the absence of a bona fide collective bargaining

agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning

and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in

those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do

not require any special treatment such as dry cleaning, daily washing, or commercial

laundering in order to meet the cleanliness or appearance standards set by the terms

of the Government contract, by the contractor, by law, or by the nature of the work,

there is no requirement that employees be reimbursed for uniform maintenance costs.

#### \*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\*

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage

and Hour Division does not recognize, for section  $4(\ensuremath{\mathtt{c}})$  purposes, prospective wage

rates and fringe benefit provisions that are effective only upon such contingencies

as "approval of Wage and Hour, issuance of a wage determination, incorporation of

the wage determination in the contract, adjusting the contract price, etc." (The

relevant CBA section) in the collective bargaining agreement between (the parties)

contains contingency language that Wage and Hour does not recognize as reflecting

"arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage

rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as

amended by the Third Supplement, dated March 1997, unless otherwise indicated. This

publication may be obtained from the Superintendent of Documents, at 202-783-3238,

or by writing to the Superintendent of Documents, U.S. Government Printing Office,

Washington, D.C. 20402. Copies of specific job descriptions may also be obtained

from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form

1444 (SF 1444)}

#### Conformance Process:

The contracting officer shall require that any class of service employee which

not listed herein and which is to be employed under the contract (i.e., the work to

be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the

fringe benefits as are determined. Such conforming process shall be initiated by

the contractor prior to the performance of contract work by such unlisted class(es)

of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order

proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees  $% \left( 1\right) =\left( 1\right) +\left( 1\right$ 

performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report

of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage

and Hour Division, Employment Standards Administration, U.S. Department of Labor,

for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the

wage determination. Remember, it is not the job title, but the required tasks that

determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

#### SECTION J - BLM FIRE PROTECTION REQUIREMENTS

This outline covers the fire protection requirements of a contractor or private party who performs service or construction contracts on BLM land. In western Oregon, the BLM allows Oregon Forest Law (ORS) and Oregon Administrative Rules (OAR) to apply to these operations on BLM lands rather than develop similar rules applicable only to BLM lands.

#### 1. CLOSED FIRE SEASON

The closed fire season means that fire season has been declared. ORS 477.505 gives the State Forester the authority to establish the fire season. The authority has been delegated to the District Foresters around the state who issue public notices through the newspapers and radio when fire season will be closed for their individual districts. Closed fire season depends upon the drying of forest fuels, rainfall, and time of year. During the closed fire season, the following requirements must be met:

- a. Fire tools must be on site;
- b. Fire extinguisher must be in all vehicles;
- c. Chainsaws must have a .023-inch mesh screen installed in the exhaust;
- d. Only <u>unmodified</u> saws are to be used in the forest;
- e. Approved spark arresters must be on all internal combustion engines;
- f. Watchman service must be provided for 3 hrs after shutdown of power equipment for the day;
- g. No smoking is permitted while working or traveling through any operations area in the forest;
- h. No use of explosives is permitted unless approved by the State Forester's representative;
- i. Permits to burn are required unless waived by a representative of the State Forester.

Changes or modifications to the above requirements are possible depending upon changes in State of Oregon law and requirements of the State Districts and Protective Associations.

#### 2. FIRE PRECAUTION LEVELS

There are 4 fire precaution levels that begin with level 1 at the start of the closed fire season and can go through level 4 if conditions warrant. The fire precaution levels restrict certain forest operations as the fire danger increases. It is the responsibility of the individual operating on forest land to know the precaution level for the day and take the correct fire precautions. There are no precaution levels prior to the closed fire season. Each fire precaution level requires adherence to the restrictions applicable to all lower levels in addition to the limits placed by that level.

**Level 1** is the lowest level of fire danger usually occurring early in the season and perhaps again after significant rainfall during the season. All requirements listed above apply. Waivers may be issued by the State Districts or Protective Associations and these <u>MUST</u> be approved by the

BLM. Waivers will only be considered if the conditions on the work site are not as severe as predicted. The requirements for fire tools on site, screens installed in saws, and fire extinguishers with saws will not be waived.

**Level 2** is the partial hootowl where saws can operate from first light in the morning until 1:00 p.m. in the afternoon. From 1:00 p.m. until the end of the day saws are to be shut down. Waivers for operating beyond the 1:00 p.m. shutdown will be evaluated on a site-by-site basis.

**Level 3** is the partial shutdown of all forest industrial operations and shuts down contractor operations with few exceptions. Waivers may be issued on a site-by-site basis.

**Level 4** is the general shutdown of all contractor operations. Waivers will not be issued. Landowners are permitted entry into their lands.

**ORS. 477.066** requires that an operator on forest land take immediate action to control and extinguish a fire on forest land. The contractor shall take this action and notify the BLM and the nearest State of Oregon District office immediately.

#### OAR. 629-43-030 requires watchmen to be:

- a. Physically capable and experienced in operating any firefighting equipment on site.
- b. On duty for 3 hours after the shutdown of the last power-driven equipment for the day.
- c. Furnished adequate facilities for transportation and communications in order to summon assistance if needed.
- d. Patrolling and visually inspecting all sites where work was done during the day.

#### 3. FIRE TOOLS REQUIRED DURING CLOSED FIRE SEASON

The operator/contractor shall furnish fire tools to all personnel on site using the following combinations.

		NU	MBER	OF P	ERSO	NNEL					
	1-4	5	6	7	8	9	10	11	12	13	14
KINDS OF TOOLS		N	IUMBI	ER OF	TOOI	LS					
Pulaskis	1	1	1	1	1	1	2	2	2	2	2
Shovels	2	2	2	3	3	3	3	4	4	5	5
Hazel Hoes	1	2	3	3	4	5	5	5	6	6	6

In addition to the above handtools, the operator/contractor must provide a backpack pump can filled with water located with the tool box in a readily available area.

All shovels are to be size 0 or larger, long handled. All tools shall be sharp and ready for service. Fire extinguishers as follows:

- a. For chainsaws 8 oz. capacity by weight.
- b. For vehicles UL rating of at least 4 BC.

#### SAMPLE TASK ORDER

То:	Contractor's Name Address	From:	Bureau of Land Management (952) Branch of Procurement Management P.O. Box 2965 Portland, Oregon 97208
	Contract No:  Item Number(s):		Requesting Office: Medford District Task Order No: Task Order Date: June 1, 2006

Item	Unit	Amount	Unit	<b>Unit Price</b>	Total
No.					Amount
A	Ginger Tokyo Timber Sale Units	3,000	Acres	\$0.00	\$0.00
В	Wasson Fire Units	300	Acres	\$0.00	\$0.00
С	Shady Cove Fuels Reduction units	3,000	Acres	\$0.00	\$0.00
D	Butte Falls Silviculture Units	1,000	Acres	\$0.00	\$0.00
Е	Evans Creek Fire Silviculture Units	500	Acres	\$0.00	\$0.00

Item A: PERFORMANCE TIME: 38 Calendar Days

ESTIMATED START WORK DATE: June 1, 2006

Item B: PERFORMANCE TIME: 4 Calendar Days

ESTIMATED START WORK DATE: June 1, 2006

Item C: PERFORMANCE TIME: 43 Calendar Days

ESTIMATED START WORK DATE: April 1, 2006

Item D: PERFORMANCE TIME: 15 Calendar Days

ESTIMATED START WORK DATE: May 15, 2006

Item E:	PERFORMANCE TIM ESTIMATED START	IE: 10 Calendar Days WORK DATE: May 15, 2006
Reports: PERFORMA documentati		ays from the end of the field work allowed for completion of all
*****	********	*************
Accounting	and Appropriation Data:	
*****	********	**************
Name of Co	ontracting Officer	
Contracting	Officer's Signature	Date

## Medford District BLM 2006 Special Status Species List

				Documented/
Nacode	Scientific Name	Common Name	Status	Suspected
ADJO	ADIANTUM JORDANII	CALIFORNIA MAIDEN-HAIR	BAO	D
AGHE3	AGROSTIS HENDERSONII	HENDERSON'S BENTGRASS	BSO	S
	ALLIUM BOLANDERI VAR.			
ALBOM	BOLANDERI	BOLANDER ONION	BTO	D
ALPE	ALLIUM PENINSULARE	PENINSULAR ONION	BAO	S
	ALLIUM SANBORNII VAR.	GANDODING ONION	D.T.O.	
ALSA	SANBORNII ANIDROSA CE EL ONGA TA SCR	SANBORN'S ONION	BTO	S
ANELA	ANDROSACE ELONGATA SSP. ACUTA	LONG-STEMMED ANDROSACE	BAO	S
ANELA	ARABIS KOEHLERI VAR.	KOEHLER'S STIPITATE	DAO	S
ARKOS	STIPITATA	ROCKCRESS	ВТО	D
ARMA33	ARABIS MACDONALDIANA	MACDONALD'S ROCK-CRESS	FEO	S
ARMO	ARABIS MODESTA	ROGUE CANYON ROCKCRESS	BAO	D
ARHI5	ARCTOSTAPHYLOS HISPIDULA	HAIRY MANZANITA	BAO	D
ARVI6	ARNICA VISCOSA	SHASTA ARNICA	BAO	S
		GREEN-FLOWERED WILD-		
ASWA6	ASARUM WAGNERI	GINGER	BSO	D
ASSE	ASPLENIUM SEPTENTRIONALE	GRASS-FERN	BAO	S
ASBR12	ASTER BREWERI	BREWER'S ASTER	BAO	D
ASCA7	ASTRAGALUS CALIFORNICUS	CALIFORNIA MILK-VETCH	BAO	D
ASGA	ASTRAGALUS GAMBELIANUS	GAMBEL MILK-VETCH	BTO	S
ASUM3	ASTRAGALUS UMBRATICUS	WOODLAND MILK-VETCH	BTO	D
	BALSAMORHIZA HOOKERI			
BAHOL2	VAR. LANATA	WOOLLY BALSAMROOT	BSO	D
BASE4	BALSAMORHIZA SERICEA	SILKY BALSAMROOT	BTO	D
BEOR	BENSONIELLA OREGONA	BENSONIA	BSO	D
BRCA4	BRODIAEA CALIFORNICA	CALIFORNIA BRODIAEA	BTO	S
BUCA2	BULBOSTYLIS CAPILLARIS	SAND SEDGE	BAO	S
CAMA3	CALLITRICHE MARGINATA	WINGED WATER-STARWORT	BTO	D
CACO41	CALOCHORTUS COXII	CRINITE MARIPOSA-LILY	SEO	S
CAGR	CALOCHORTUS GREENEI	GREENE'S MARIPOSA-LILY	BSO	D
CAHO11	CALOCHORTUS HOWELLII	HOWELL'S MARIPOSA-LILY	STO	D
CAIN18	CALOCHORTUS INDECORUS	SEXTON MT. MARIPOSA-LILY	SEO	S
CAMO3	CALOCHORTUS MONOPHYLLUS	ONE-LEAVED MARIPOSA-LILY	BAO	D
CANI	CALOCHORTUS NITIDUS	BROAD-FRUIT MARIPOSA-LILY	BAO	D
CAPE	CALOCHORTUS PERSISTENS	SISKIYOU MARIPOSA-LILY	FCO	D
CAUM5	CALOCHORTUS UMPQUAENSIS	UMPQUA MARIPOSA-LILY	SEO	S
CAHO12	CAMASSIA HOWELLII	HOWELL'S CAMAS	BSO	D
CAGR14	CAMISSONIA GRACILIFLORA	SLENDER-FLOWERED EVENING-PRIMROSE	BAO	D
	•			

CAOV4	CAMISSONIA OVATA	GOLDEN EGGS	BTO	S
	CARDAMINE NUTTALLII VAR.			
CANUC	COVILLEANA	COLVILLE'S TOOTHWORT	BTO	D
CANILID	CARDAMINE NUTTALLII VAR.	DISSECTED TOOTHWORT	ВТО	D
CANUD	DISSECTA CARDAMINE NUTTALLII VAR.	DISSECTED TOOTHWORT	БІО	D
CANUG	GEMMATA	PURPLE TOOTHWORT	ВТО	D
CABA4	CAREX BARBARAE	SANTA BARBARA SEDGE	ВТО	D
CACO8	CAREX COMOSA	BRISTLY SEDGE	BAO	D
CAGY3	CAREX GYNODYNAMA	HAIRY SEDGE	BAO	D
CAIN11	CAREX INTERIOR	INLAND SEDGE	ВТО	D
	CAREX LEPTALEA SP.			
CALE10	LEPTALEA	FLACCID SEDGE	BTO	D
CAPR7	CAREX PRATICOLA	MEADOW SEDGE	BTO	D
CASC14	CAREX SCABRIUSCULA	SISKIYOU SEDGE	BAO	D
CASE50	CAREX SERPENTICOLA	SERPENTINE SEDGE	BTO	D
CASE2	CAREX SERRATODENS	SAW-TOOTH SEDGE	BAO	D
CASPN	CAREX SP. NOV.	A SEDGE	BSO	D
		SHORT-LOBED RED-		
CABR17	CASTILLEJA BREVILOBATA	PAINTBRUSH	BTO	D
CHCO4	CHEILANTHES COVILLEI	COVILLE'S LIP-FERN	BAO	S
CHIN	CHEILANTHES INTERTEXTA	COASTAL LIPFERN	BAO	D
CHDOCN	CHLORAGALUM POMERIDIUM		MW	D
CHPOSN	SPP NOVUM CHLOROGALUM		IVI VV	D
CHAN2	ANGUSTIFOLIUM	NARROW-LEAVED AMOLE	BAO	D
CIEL	CIMICIFUGA ELATA	TALL BUGBANE	BSO	D
CICI	CIRSIUM CILIOLATUM	ASHLAND THISTLE	BSO	D
CLHE4	CLARKIA HETERANDRA	SMALL-FRUIT CLARKIA	BAO	D
CRMI4	CRYPTANTHA MILOBAKERI	MILO BAKER'S CRYPTANTHA	BAO	D
CRSI2	CRYPTANTHA SIMULANS	PINEWOODS CRYPTANTHA	BTO	S
CUBA	CUPRESSUS BAKERI	BAKER'S CYPRESS	BAO	D
CYAC2	CYPERUS ACUMINATUS	SHORT-POINTED CYPERUS	BAO	S
CYBI6	CYPERUS BIPARTITUS	SHINING FLATSEDGE	BTO	D
C 1 D10	CYPRIPEDIUM	SIM MIGILATION OF	DIO	ש
CYCA4	CALIFORNICUM	CALIFORNIA LADY'S-SLIPPER	BTO	D
	CYPRIPEDIUM		BSO,	
CYFA	FASCICULATUM	CLUSTERED LADY'S-SLIPPER	S&M C	D
CVACO	CVDDIDEDHIM MONTANHIM	MOLDITAIN LA DIZIG GLIDDED	BTO,	D
CYMO2	CYPRIPEDIUM MONTANUM	MOUNTAIN LADY'S-SLIPPER	S&M C	D
DACA5	DARLINGTONIA CALIFORNICA	CALIFORNIA PITCHER-PLANT	ВТО	D
DENU	DELPHINIUM NUDICAULE	RED LARKSPUR	BAO	D
שנועט	DICENTRA FORMOSA SSP.	KLD LAKKSI UK	DAU	D
DIFOO	OREGANA	OREGON BLEEDINGHEART	ВТО	D
- *		FEW-FLOWERED	-	
DIPA	DICENTRA PAUCIFLORA	BLEEDINGHEART	BAO	D
DIID	DICHELOSTEMMA IDA-MAIA	FIRECRACKER FLOWER	BTO	D
DRHO	DRABA HOWELLII	HOWELL'S WHITLOW-GRASS	BSO	S

		SISKIYOU FALSE RUE-		
ISST2	ENEMION STIPITATUM	ANEMONE	ВТО	D
EPOR	EPILOBIUM OREGANUM	OREGON WILLOW-HERB	BSO	D
EPRI	EPILOBIUM RIGIDUM	RIGID WILLOW-HERB	ВТО	D
ERAR27	ERICAMERIA ARBORESCENS	GOLDEN FLEECE	BAO	S
ERCE	ERIGERON CERVINUS	SISKIYOU DAISY	BAO	S
ERLO2	ERIOGONUM LOBBII	LOBB'S BUCKWHEAT	BAO	S
ERPE6	ERIOGONUM PENDULUM	NODDING BUCKWHEAT	BTO	S
ERMA5	ERODIUM MACROPHYLLUM	LARGE-LEAVED FILAREE	BAO	S
ERHO10	ERYTHRONIUM HOWELLII	HOWELL'S ADDER'S-TONGUE	BSO	D
ESCA	ESCHSCHOLZIA CAESPITOSA	GOLD POPPY	BAO	D
			STO,	<u>-</u>
EUVI8	EUCEPHALUS VIALIS	WAYSIDE ASTER	S&M A	D
EUOC8	EUONYMUS OCCIDENTALIS	WESTERN WAHOO	BTO	D
FEEL2	FESTUCA ELMERI	ELMER'S FECSUE	BAO	D
FRUM2	FRASERA UMPQUAENSIS	UMPQUA SWERTIA	BSO	D
FREA	FRITILLARIA EASTWOODIAE	BUTTE COUNTY FRITILLARY	MW	S
			FEO,	
FRGE	FRITILLARIA GENTNERI	GENTNER'S FRITILLARY	SE	D
FRGL	FRITILLARIA GLAUCA	SISKIYOU FRITILLARIA	BAO	D
FRPU3	FRITILLARIA PURDYI	PURDY'S FRITILLARY	BAO	S
GEPL6	GENTIANA PLURISETOSA	ELEGANT GENTIAN	BSO	S
GESE2	GENTIANA SETIGERA	WALDO GENTIAN	BSO	D
GISIS	GILIA SINISTRA SSP. SINISTRA	SINISTER GILIA	BTO	S
HABE	HACKELIA BELLA	BEAUTIFUL STICKSEED	BAO	D
	HASTINGSIA BRACTEOSA	PURPLE-FLOWERED RUSH-		
HAAT	VAR. ATROPURPUREA	LILY	BSO	D
	THE SERVICE OF THE SE			
IIADD 5	HASTINGSIA BRACTEOSA	LADGE ELOWEDED DUGULLUN	CTO	D
HABR5	VAR. BRACTEOSA HELIANTHELLA	LARGE-FLOWERED RUSH-LILY	STO	D
	CALIFORNICA VAR.			
HECAN	NEVADENSIS	CALIFORNIA HELIANTHELLA	ВТО	S
HEBO3	HELIANTHUS BOLANDERI	BOLANDER'S SUNFLOWER	BTO	S
HIGR2	HIERACIUM GREENEI	GREENE'S HAWKSWEED	BTO	D
HIOD	HIEROCHLOE ODORATA	VANILLA GRASS	BTO	S
	HORKELIA TRIDENTATA SSP.	, , , , , , , , , , , , , , , , , , , ,		~
HOTRT	TRIDENTATA	THREE-TOOTHED HORKELIA	BAO	S
ILBA	ILIAMNA BAKERI	BAKER'S GLOBE-MALLOW	BSO	D
ILLA2	ILIAMNA LATIBRACTEATA	CALIFORNIA GLOBE-MALLOW	BAO	D
JUKE	JUNCUS KELLOGGII	KELLOGG'S DWARF RUSH	BTO	S
KALE	KALMIOPSIS LEACHIANA	KALMIOPSIS	ВТО	D
KELE	KECKIELLA LEMMONII	BUSH BEARDTONGUE	BAO	S
	LATHYRUS LANZWERTII VAR.			
LALAT	TRACYI	TRACY'S PEAVINE	BTO	D
LEDA	LEUCOTHOE DAVISIAE	SIERRA LAUREL	BAO	D
	LEWISIA COTYLEDON VAR.			_
LECOH2	HOWELLII	HOWELL'S LEWISIA	BTO	D
LELE8	Lewisia leeana	Quill leaf lewsia	BAO	D

LEOP	LEWISIA OPPOSITIFOLIA	OPPOSITE-LEAVED LEWISIA	ВТО	D
EEGI	LIMNANTHES FLOCCOSA SSP.	OTTOGTTE EERTVED EE WIGHT	BIO	D
LIFLB	BELLINGERIANA	BELLINGER'S MEADOW-FOAM	BSO	D
	LIMNANTHES FLOCCOSA SSP.	LARGE-FLOWERED WOOLY	FEO,	S
LIFLG3	GRANDIFLORA	MEADOWFOAM	SE	
	LIMNANTHES FLOCCOSA SSP.			D
LIFLP2	PUMILA	DWARF MEADOW-FOAM	STO	
	LIMNANTHES GRACILIS VAR.			
LIGRG2	GRACILIS	SLENDER MEADOW-FOAM	BSO	D
	LITHOPHRAGMA	MANUAL EAR DRAIDIE GTAD	DEC	-
LIHE	HETEROPHYLLUM	MANY-LEAF PRAIRIE STAR	BTO	D
1.000	LOMATHIM COOKH	COOKIS LOMATHIM	FEO, SE	D
LOCO8	LOMATIUM COOKII	COOK'S LOMATIUM ENGLEMANN'S DESERT-	SE	D
LOEN	LOMATIUM ENGELMANNII	PARSLEY	BAO	S
LOST3	LOTUS STIPULARIS	STIPULED TREFOIL	BAO	D
LUAN2	LUPINUS ANDERSONII	ANDERSON'S LUPINE	BTO	S
LUAINZ	LUPINUS BREWERI VAR.	ANDERSON'S LUFINE	DIO	S
LUBRB2	BREWERI	BREWER'S LUPINE	BAO	S
LUTR	LUPINUS X TRACYI	TRACY'S LUPINE	BAO	S
MEOR	MECONELLA OREGANA	WHITE FAIRYPOPPY	BSO	D
WIEOK	MICROSERIS DOUGLASII SSP.	WIIITETAIRTTOTTT	DSO	D
MIDOD	DOUGLASII	DOUGLAS' MICROSERIS	BAO	S
MIHO2	MICROSERIS HOWELLII	HOWELL'S MICROSERIS	STO	D
WIIIOZ	MICROSERIS LACINIATA SSP.	HOWELES WICKOSEKIS	510	D
MILAD	DETLINGII	DETLING'S MICROSERIS	BSO	D
		BOLANDER'S		
MIBO3	MIMULUS BOLANDERI	MONKEYFLOWER	BAO	D
MICO2	MIMULUS CONGDONII	CONGDON'S MONKEYFLOWER	BAO	D
MIDO2	MIMULUS DOUGLASII	DOUGLAS' MONKEYFLOWER	BTO	D
MIJE	MIMULUS JEPSONII	JEPSON'S MONKEYFLOWER	BTO	D
MIKE	MIMULUS KELLOGGII	KELLOGG'S MONKEYFLOWER	BTO	D
MICA7	MINUARTIA CALIFORNICA	CALIFORNIA SANDWORT	ВТО	D
MOGL	MONARDELLA GLAUCA	GLAUCOUS MONARDELLA	ВТО	D
MOPU2	MONARDELLA PURPUREA	SISKIYOU MONARDELLA	BAO	D
МОНО	MONTIA HOWELLII	HOWELL'S MONTIA	BTO	D
NAHE	NAVARRETIA HETERANDRA	TEHAMA NAVARRETIA	BAO	D
IVAIIL	NAVARRETIA	WHITE-FLOWERED	DAO	D
NALEL	LEUCOCEPHALA	NAVARRETIA	ВТО	D
NASU	NAVARRETIA SUBULIGERA	AWL-LEAF NAVARRETIA	ВТО	S
NATA3	NAVARRETIA TAGETINA	MARIGOLD NAVARRETIA	BTO	D
NECA	NEMACLADUS CAPILLARIS	SLENDER NEMACLADUS	BAO	D
111111	OPUNTIA FRAGILIS VAR.	SEETIDEN TIEMT CENTROL	<i>Di</i> 10	10
OPFRF	FRAGILIS	BRITTLE PRICKLY-PEAR	BTO	D
PEAN2	PELLAEA ANDROMEDIFOLIA	COFFEE FERN	BAO	D
	PELLAEA MUCRONATA SSP.			
PEMUM	MUCRONATA	BIRD'S-FOOT FERN	BAO	D
PEER3	PERIDERIDIA ERYTHRORHIZA	RED-ROOTED YAMPAH	BSO	D
PHLE2	PHACELIA LEONIS	SISKIYOU PHACELIA	BSO	S
PHVE3	PHACELIA VERNA	SPRING PHACELIA	BTO	D

PIAM	PILULARIA AMERICANA	AMERICAN PILLWORT	BAO	S
PISA2	PINUS SABINIANA	GRAY PINE	BTO	D
PLAU	PLAGIOBOTHRYS AUSTINIAE	AUSTIN'S PLAGIOBOTHRYS	BAO	D
	PLAGIOBOTHRYS FIGURATUS			<u></u>
PLFIC	SSP. CORALLICARPUS	CORAL SEEDED ALLOCARYA	BSO	D
	PLAGIOBOTHRYS			
PLGL2	GLYPTOCARPUS	SCULPTURED ALLOCARYA	BAO	D
PLGR	PLAGIOBOTHRYS GREENEI	GREENE'S POPCORN FLOWER	BAO	D
	PLAGIOBOTHRYS			
PLLA3	LAMPROCARPUS	SHINY-FRUITED ALLOCARYA	SEO	S
POBO	POA BOLANDERI	BOLANDER'S BLUEGRASS	BTO	D
POPI2	POA PIPERI	PIPER'S BLUEGRASS	BTO	D
PORH	POA RHIZOMATA	TIMBER BLUEGRASS	BAO	S
RACA	RAFINESQUIA CALIFORNICA	CALIFORNIA CHICORY	BTO	D
	RANUNCULUS AUSTRO-	SOUTHERN OREGON		
RAAU	OREGANUS	BUTTERCUP	BSO	D
RHCRI2	RHAMNUS ILICIFOLIA	REDBERRY	BAO	S
	RIBES DIVARICATUM VAR.			
RIDIP2	PUBIFLORUM	STRAGGLY GOOSEBERRY	BTO	S
DIDIII	RIBES INERME VAR.	W. A. C. T. GOOGEDED D.	DEC	ъ.
RIINK	KLAMATHENSE	KLAMATH GOOSEBERRY	BTO	D
ROTH	ROMANZOFFIA THOMPSONII	THOMPSON'S MISTMAIDEN	BSO	S
SADE2	SALIX DELNORTENSIS	DEL NORTE WILLOW	BAO	D
SAPE7	SANICULA PECKIANA	PECK'S SNAKE-ROOT	BTO	D
G A ED 5	SAXIFRAGOPSIS	TODAY TEATHER GATHER CE	D. ( 0	a
SAFR5	FRAGARIOIDES	JOINT-LEAVED SAXIFRAGE	BAO	S
SCPE4	SCIRPUS PENDULUS	DROOPING BULRUSH	BAO	D
SCBO	SCRIBNERIA BOLANDERI	SCRIBNER'S GRASS	BTO	D
CEL AII	SEDUM LAXUM SSP.	HECKNEDIC CTONECDOD	DTO	D
SELAH	HECKNERI	HECKNER'S STONECROP	BTO	D
SEMO5	SEDUM MORANII	ROGUE RIVER STONECROP	BSO	D
SEOB3	SEDUM OBLANCEOLATUM	APPLEGATE STONECROP	BSO	D
CECDD3	SEDUM SPATHULIFOLIUM	DUDDAIC CTONECDOD	DTO	D
SESPP2	SSP. PURDYI	PURDY'S STONECROP	BTO	D
SEHE2	SENECIO HESPERIUS	WESTERN SENECIO	BSO	D
SICU	SIDALCEA CUSICKII	CUSICK'S CHECKER-MALLOW	BTO	S
SIHIN	SIDALCEA HICKMANII SPP. NOV.	HICKMAN'S CHECKERBLOOM	BSO	D
эши	SILENE HOOKERI SSP.	HICKMAN 3 CHECKERBLOOM	BSO	D
SIHOB	BOLANDERI	BOLANDER'S CATCHFLY	BAO	D
SILE2	SILENE LEMMONII	LEMMON'S CAMPION	BTO	D
SMCA2	SMILAX CALIFORNICA	CALIFORNIA SMILAX	BTO	D
SMJA	SMILAX CALIFORNICA SMILAX JAMESII	ENGLISH PEAK GREENBRIAR	BTO	D D
SOPA	SOLANUM PARISHII		+	D D
		PARISH'S HORSE-NETTLE	BAO	
SOLE3	SOPHORA LEACHIANA	WESTERN SOPHORA	BSO	D
STGL8	STREPTANTHUS GLANDULOSUS	COMMON JEWEL FLOWER	ВТО	D
		HOWELL'S STREPTANTHUS		D D
STHO	STREPTANTHUS HOWELLII	HOWELL S STREPTANTHUS	BSO	ע

	THLASPI MONTANUM VAR.			
THMOS	SISKIYOUENSE	SISKIYOU MTN. PENNYCRESS	BTO	D
	TRITELEIA CROCEA VAR.			
TRCRC	CROCEA	YELLOW BRODIAEA	BTO	D
	TRITELEIA HENDERSONII			
TRHEL	VAR. LEACHIAE	LEACH'S BRODIAEA	BSO	S
	TRITELEIA IXIOIDES SSP.			
TRIXA	ANILINA	SIERRA BRODIAEA	BAO	S
	TRITELEIA IXIOIDES SSP.			
TRIXS	SCABRA	GOLDEN TRITELEIA	BTO	S
UTMI	UTRICULARIA MINOR	LESSER BLADDERWORT	BAO	S
VACH2	VANCOUVERIA CHRYSANTHA	YELLOW VANCOUVERIA	BTO	D
VEHA2	VERBENA HASTATA	BLUE VERBENA	BTO	D
	VIOLA PRIMULIFOLIA SSP.			
VIPRO2	OCCIDENTALIS	WESTERN BOG VIOLET	BSO *	D
WOCO	WOLFFIA COLUMBIANA	COLUMBIA WATER-MEAL	BAO	S
		SMALL-FLOWERED DEATH		
ZIEX	ZIGADENUS FONTANUS	CAMAS	BAO	D

## NOXIOUS WEED SURVEY LIST Medford District Bureau of Land Management

BRSI	Brachypodium silvaticum	False Brome
BUDA	Buddleja davidii	Butterflybush
CADR	Cardaria draba	White Top
CAPY2	Carduus pycnocephalus	Italian Thistle
CALA20	Carthamus lanatus	Wooly Distaff Thistle
CETR8	Centaurea triumfettii	Squarrose Knapweed
CEBI2	Centaurea biebersteinii	Spotted Knapweed
CEDET	Centaurea debeauxii	Meadow knapweed
CERE6	Centaurea repens	Russian knapweed
CESO3	Centaurea solstitialis	Yellow Starthistle
СНЈИ	Chondrilla juncea	Rush Skeletonweed
CIAR4	Cirsium arvense	Canada Thistle
CLVI	Clematis vitalba	Clematis
COMA2	Conium maculatum	Poison Hemlock
COJU	Cortaderia jubata	Pampas Grass
CYOF	Cynoglossum officinale	Houndstongue
CYSC4	Cytisus scoparius	Scotch Broom
CYST7	Cytisus striatus	Portuguese Broom
DILA	Dipsacus laciniatus	Cutleaf Teasel
EUES	Euphorbia esula	Leafy Spurge
GEMO	Genista monspessulana	French Broom
ISTI	Isatis tinctoria	Dyers Woad
LIDA	Linaria dalmatica	Dalmation Toadflax
LIVU2	Linaria vulgaris	Yellow Toadflax
LYSA2	Lythrum salicaria	Purple Loosestrife
MYAQ	Myriophyllum aquaticum	Parrot's Feather (aq.)
ONAC	Onopordum acanthium	Scotch Thistle
POCU6	Polygonum cuspidatum	Japanese Knotweed
POSA4	Polygonum sachalinense	Giant Knotweed
SEJA	Senecio jacobaea	Tansy Ragwort
SPJU2	Spartium junceum	Spanish broom
TARA	Tamarix ramosissima	Tamarix
TRTE	Tribulus terrestris	Puncturevine
ULEU	Ulex europaeus	Gorse
XASP2	Xanthium spinosum	Spiny cockleburr

## **SAMPLE FORMS**

# Butte Falls Resource Area BUREAU OF LAND MANAGEMENT SPECIAL STATUS PLANT SURVEY REPORT

Vascular Plants	Lichen	s/Bryophytes	G	eoBob#		
Aerial Photo: Yr#						
Aerial Photo: Yr# The following project has been s	urveyed for Spe	ecial Status a	nd S&M Plan	ts:		
11 ://D :	TWD	P.CF.	arc.	OI.	TCTX///	A CINEG
Unit/Project Name	TWP	RGE	SEC	OI	KEY#	ACRES
Type of treatment:						
	viculture _	fuels	grazi	ing allotment		other
RESULTS:						
To the best of my knowled	lge and belief, r	no Special Sta	itus of Survey	and Manage pl	ant species wer	re found
within the project area.						
Noxious weed species fou	nd within the p	roject area du	ring vascular	plant surveys (l	ist):	
Special Status plant spec	ies found within	the project a	rea (list):			
Species	ies round within	i the project t		<u>tatus</u>		GeoBob <u>#</u>
species			<u>51</u>	<u>iaius</u>		<u> Сеовоо<del>н</del></u>

Signature :		Date :		
SURVEY DA	ATES:			
Date	By	Date	By	
Date	By	Date	By	
Date	By	Date	By	
Date	By	Date	By	
Date	By	Date	By	
	ration ranges, soil types, dominates, and other observations of the		* *	
report.		·	-	
COMPLETI	E SURVEY PACKET BY SE	CTION:		
□ Survey Re	port	☐ Map with noxion (vascular surve	ous weed populations eys only)	
☐ Summary 1	Narrative Report	,	nap for each SS species	
☐ Map with s	survey routes	☐ Photos of plant	(1) and habitat (1)	
☐ Map with a	all Special Status plant sites	<ul><li>□ Species list (hat</li><li>□ E-file species list</li></ul>	± • /	

# BUREAU OF LAND MANAGEMENT - MEDFORD DISTRICT SPECIAL STATUS PLANT SITE FORM

MicroSTORMS'#	SITE #/LOC_ID:				#ID	on original	9 <b>V</b>	ONHP Copies? Y
DATE ENTERED/INITIALS	BSS (ACCESS/ARC EDIT) :/			#ID on original? Y ONHP Copies? Y  S & M (ORACLE/ARCVIEW) :/				
BITTE ENTERED/INTINES	1500	W (ORUTE)	ELITING	<u> </u>				
Scientific name :		Subpo	p. # :	R	eporter'	's name :		
Family name :				A	ddress :			
NRCS Code :	Status: BSO BAO BT	го вwo	S/M	_				
Date of Sighting (M/D/YY) :		New Site?	ÍYES Í N	O				
Project name :	<u>.</u>			P	hone :			
Photographs taken :   specimen	<sup>1</sup> habitat	W	ere specime	ens collect	ed? 「	YES 1	NO Col	lection #
Photo id:		Re	epository :_			Verifi	ed by:	
		Н	ow was spe	cies identi	fied?			
		LOC	CATION D	ATA				
Legal Description: T S	; R E W ;	Sec	;		½ of	the	1/4	
County name:						Aerial	Photo-	Year : # :
GPS Type:						7.5' Quad	l map na	me :
	(Y):	Accura	cy (in ft.):_					
Directions to site:								
_								
11 13 1 1 1 1 1 1 1 1 1		ther federa			ounty	<sup>¶</sup> Privat		
`		Butte Falls		<sup>¶</sup> Gleno	lale (OR	.118)	Grants P	ass (OR117)
BLM Land Status (If BLM land, check  Land Allocation: JLSR JMLSA		PD PNA Ú		THER	104	d		
	Matrix   AMA   ACEC							
Physiographic region (check one):	Oregon Coast Range (C Siskiyou Mountains (Si					ior Valleys gon Cascad		
			BITAT DA	TA				
Light: Moisture regime:	Elevation range (if appli		ft	Parent n  basalt				ral soil type (check one):
filtered wet	Slope (%)		_ 11.	í metam í serpen	orphic tine		( cob	
shaded moist f dry	Aspect :	0		other:			∫ grav ∫ loar	
	Cover (%)						other:	·
Landform (check one):	(avg of 4 cardinal di	rections)	I M .	1 /	1 1			Microtopography (check one):
i bench i ridge	valley		f crest mid-slo	oography (	cneck of upper bottor	slope		concave convex
	other:		lower s		plain	11		planar undulating
Plant association(s):						Soil name :		
Habitat description (stand structure, suc		ou).				_ Jan Marine .		
	composition sugo, composition	···).						

Substrate: Mineral s	AD  soil: gravel sand loam silt litter and duff humus moss granitic metamorphic volcanic	clay Other	-	CULAR HABITAT DATA					
Tree or s	hrub: Species:	stump snag	bark	wood recently fallen log					
rotten log (decay class if known) tree root-wad litterfall POPULATION DATA									
Phenology:  vegetative bud flower fruit dormant w/sporophyte w/o sporophyte  Other:	Age classes :	Number of plants  i exact # i estimated#  What was counted? i genets i ramets i N/A (nonvasc) i unknown		Area occupied {in square meters or hectares (1 ha=2.5 acres)}:	Population vigor :  f excellent f good f fair poor				
Current condition	on of local landscape - biotic	and abiotic	processe	es:					
Threats to popul		Include lev	el and in	mminency of threat if known.					
ASSOCIATED SPECIES									
		ASSC	CIATEL	SPECIES					
Trees	(Scientific Name)	Code	%	SPECIES  Herbs/Forbs (Scientific Name	e)	Code	%		
Trees	(Scientific Name)				e)	Code	%		
Trees	(Scientific Name)				e)	Code	%		
Trees	(Scientific Name)				e)	Code	%		
Trees	(Scientific Name)				e)	Code	%		
Trees	(Scientific Name)				e)	Code	%		
Trees	(Scientific Name)				e)	Code	%		
	(Scientific Name)				e)	Code	%		
		Code	%		e)	Code	%		
		Code	%		e)	Code	%		
		Code	%		e)	Code	%		
		Code	%		e)	Code	%		
		Code	%		e)	Code	%		
		Code	%		e)	Code	%		
		Code	%		e)	Code	%		
		Code	%		e)	Code	%		

# Sample Species List

Ginger Tokyo Project T35S-R2E-S27 Vascular Plant Survey June 15, 2006 Surveyor:

CODE	SCIENTIFIC NAME	COMMON NAME	FAMILY	SPECIAL HABITATS	STATUS
ACMI2	Achillea millefolium	common yarrow	Asteraceae	oaks	
ACLE8	Achnatherum lemmonii	Lemmon's needlegrass	Poaceae	grassland	
BEPI2	Berberis piperiana	Piper's Oregon grape	Berberidaceae		
CATO	Calochortus tolmiei	Tolmie's mariposa	Liliaceae	grassland	
CADE27	Calocedrus decurrens	incense cedar	Cupressaceae		
CYFA	Cypripedium fasciculatum	clustered ladyslipper	Orchidaceae		BSO
ELGL	Elymus glaucus	Blue wildrye	Poaceae		
ERHE7	Erythronium hendersonii	Henderson's fawn lily	Liliaceae		
FRVE	Fragaria vesca	woods strawberry	Rosaceae		
FRLA	Fraxinus latifolia	Oregon ash	Oleaceae	riparian	
GAAP2	Galium aparine	catchweed bedstraw	Rubiaceae		
LOHI2	Lonicera hispidula	hairy honeysuckle	Caprifoliaceae		
MOMA2	Moehringia macrophylla	bigleaf sandwort	Caryophyllaceae		
OECE	Oemelaria cerasiformis	Indian plum	Rosaceae		
PSME	Pseudotsuga menziesii	Douglas-fir	Pinaceae		
SCAN2	Scleranthus annuus	German knotgrass	Caryophyllaceae	rock	
TACA8	Taeniatherum caput-medusae	Medusahead	Poaceae	grassland	weed
VIAM	Vicia Americana	American vetch	Fabaceae		
WYAN	Wyethia angustifolia	narrowleaf mules ears	Asteraceae	oaks	